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The Solicitors' Journal.

LONDON, JULY 22, 1871.

IN THE ALBERT ARBITRATION it was yesterday decided by Lord Cairns, though with reluctance, that it would not be advisable for him to undertake the formation of any scheme of reconstruction or reconstitution of the company. A decision was also given in Lancaster's case. Overruling Bell's case, he held that the principle for ascertaining the value of a policy, subsisting at the date of the winding up, must be by a pure premium valuation as at that time, entirely independent of the condition of the person insured. In the valuation the tables of the seventeen offices are to be used, and the interest is to be 4 per cent. The present values of the sum insured and of the future premiums that would have been payable, are to be calculated, and the difference between the two is to be the value of the policy. Annuities will be estimated by their pure premium value at the time of the winding up, in accordance with the tables of the particular company. Lord Cairns also stated that it was improbable that any further calls would be made in the amalgamated companies in which calls have already been made.

OUR ALBERT ARBITRATION REPORTS comprise two noteworthy cases this week.

Kerry's Executors' and *Lambert's cases* are cases, in which shareholders in the Bank of London and National Provincial Insurance Association, one of the companies "amalgamated" with the Albert Life Assurance Company, and who had, at the time of the amalgamation, elected to receive and had received the value of their shares in cash, instead of becoming the possessors of shares in the Albert—were upon the winding up of the original company retained by Lord Cairns upon its list of contributories. The Bank of London was an unregistered company and its deed of settlement, though it contained clauses providing for purchases of its own shares as a going concern and for return of capital on a dissolution, contained no clause contemplating amalgamation; nothing in short providing for amalgamations as they are provided for by the 161st section of the Companies Act, 1862, in the case of registered companies. Lord Cairns held that the transaction which had taken place did not fall under the first mentioned provision, because that contemplated purchases by the company as a going concern, and not as a company about to cease business under an "amalgamation;" nor would he hold that these gentlemen had been exonerated as by a return of capital under the other clause—for admitting for the sake of argument that the transaction could rank as a return of capital (which his Lordship seemed to think it could not), it could only release the shareholders from the liabilities of the company, on the condition of those liabilities being satisfied, instead of which the policy and annuity liabilities were merely handed over in a mass to the Albert.

Wood's case, arising out of the "amalgamation" of the Western Life Assurance Society, is a very peculiar and important "novation" case, turning on a different question to that general one of novation which was so much discussed a year and a-half ago.

The Western Company had in its deed of settlement (of which policy holders would of course be taken to have notice) an "amalgamation" clause providing that on the dissolution of the company the directors should obtain from some other company an undertaking to satisfy the liabilities as they arose, and should transfer to the trustees of such company a fund sufficient (with the premiums) for that purpose. On the Western amalgamating with the Albert, Mr. Wood who was a policy holder in the Western, protested, and paid a premium to the Albert under protest. He asked for information respecting the amount and so forth of the fund which was to be transferred to the Albert on behalf of the Western policy holders. The information was withheld, and finally the assured wrote saying that until it was given he should pay his premiums to the Albert under protest. Lord Cairns holding that the assured had a right to be satisfied that there was a sufficient fund properly appropriated and earmarked for the benefit of himself and those in his position, the question was, whether his subsequent conduct had amounted to a release of the Western Company, for it was argued that the assured, by continuing to pay his premiums to the Albert after failing to get the information he asked, instead of filing some such bill as was filed in *Kearns* v. *Leaf*, 1 H. & M. 681, had abandoned the effect of his protest. But Lord Cairns held that Mr. Wood had by his last communication thrown upon the Western Company the *onus* of requiring the contention between them to be brought to an issue. The case is decidedly worth perusal for instruction on the effect of correspondence; indeed it contains quite a conveyancing precedent for "protest" in similar cases, the protest forwarded by Mr. Wood's solicitors being especially commended by Lord Cairns.

IN ADDITION to the 319 rules already in force for regulating the practice in bankruptcy a further instalment of 28 has been published (printed by us last week), and it may fairly be expected that as time progresses, and the defects in working the Act are discovered, a still greater number will be issued until the whole Act is overlaid with rules. The most noticeable features about the present are a salutary provision for taxing accounts under liquidations in the same manner as under bankruptcies, in fact there seems to be every imaginable check upon everybody, except that most important officer the trustee, whose remuneration, depending solely upon the same authority which appointed him, may lead to very great abuses. This we think is the great point upon which the beneficial working of the Act depends, and we shall look forward with much curiosity to the development of this principal of self-government. There are two points in the Rules, interesting to either branch of the profession. The one, Rule 8, diminishes by two-fifths the attorneys' costs in estates where the assets are under £200, or the debts do not exceed £750. This is the further application of the county court principle, and with it the time-honoured six-eighths will disappear. The fairness of the change it would be difficult to discover. The other glances at the bar, and provides that no fees to counsel be allowed upon certain ordinary applications; to this we think there can be no objection.

IN A CASE of *Moonshee Ameer Ali* v. *Inderjett Koour* heard by the Judicial Committee of the Privy Council, on Saturday last, the appeal was dismissed as having been thought a violation of good faith. Prefixed to the record was a certificate of the High Court of Calcutta from which the appeal was preferred, stating that when the High Court had decided the first issue against the appellant, his counsel stated that if the decision was confined to that point his client would not appeal to her Majesty in Council. Although their lordships would not under these

circumstances entertain the appeal, they felt a difficulty in deciding the question of costs. On the one hand they declined to visit the appellant with the whole costs, as, if the certificate of the High Court had been brought to their notice directly the record arrived in England, the appeal would have been struck out before the heavier expenses had been incurred. On the other hand they could not, having regard to his breach of good faith, let the appellant go scot free. Accordingly they adopted a *via media*, and ordered the appellant to pay to each respondent the sum of fifty guineas *nomine expensarum*. Although the Judicial Committee have adopted this course before in appeals from the Ecclesiastical Courts (*Barry* v. *Butlin*, 1 Moore, P.C.C, 98) this is the first occasion on which they have given a sum of money *nomine expensarum* in an Indian appeal.

AT A MORNING SITTING of the House of Commons on Wednesday, Sir C. Dilkes Registration of Voters Bill, was passed through committee, and it appears to be intended to pass this session if possible. It had been previously supposed that both this and Mr. Brand's bill on the same subject would be dropped for this session. Only the latter however has been withdrawn. The two bills were almost identical. Mr. Brand's bill certainly dealt with counties to a greater extent than Sir C. Dilke's bill, but the two bills were in great part in the same words. The discussion upon the bill in committee was almost entirely upon trivial points, and we cannot help thinking that members of the House generally are entirely unaware of the important character of the measure they are allowing to pass so hastily.

It alters the borough franchise, by diminishing the time required to obtain a qualification to ten months instead of a year, thus admitting a large number of persons at present not qualified; and also it adds two months to the period elapsing between the date to which the qualifications are corrected and the coming into operation of the register, and will thus increase the necessary inaccuracies of the register, and the number of unqualified persons whose names will be upon it. The scheme, of course, has some features to recommend it, but the time which is taken in making the register is quite long enough as it is. The dates at which the various lists have now to be published require slight alteration, but by re-adjustment of these dates, all that is required could be done without lengthening the whole period. The bill also throws a very considerable additional expense upon the rate-payers in boroughs. It also appears still to contain the objectionable clauses by which it is proposed to alter the system of payment of revising barristers. The effect will be a return to the old system, under which it will become the interest of the revising barrister to spend as much time on the work as possible, and thereby put all the public to inconvenience, instead of its being to his interest, as it is now, to do the work speedily and efficiently. Legal work of all kinds, and more especially judicial work, ought always to be paid according to value and not according to length. Nothing can be a greater mistake than to appoint men to be paid according to the amount of work they can make out of their office. The truest economy is to appoint good men, pay them in proportion to the importance of the work required from them, and turn them off if they do not do it properly.

A CORRESPONDENT sends us an account of a recent case in the Mayor's Court, which, like very many other cases before the same tribunal, seems to illustrate the pertinacity of its officials, and the hardships of the rules laid down by the Act under which it is worked. The case was a case of *Berry* v. *Edwards*, and our correspondent's account is as follows:—The defendant was by trade a gardener, and he lived somewhere in Essex; he was employed by the trustees of a place called Trinity Square, to attend to the garden belonging to that square; he was in fact the menial servant of the trustees, and, although he occasionally brought milk and roots of plants from his home in the suburbs, and sold those articles to the inhabitants of Trinity Square, it was admitted that in no other way did he carry on business, either within or without the city. Trinity Square is partly within and partly without the city jurisdiction, at least so stated an officer of the Court, and the Court seems to rely, in such matters, implicitly upon the *ipse dixit* of its officers. The defendant, upon being summoned to the Mayor's Court, in an action for malicious prosecution, moved for a writ of prohibition in the Court of Common Pleas, but the Court of Common Pleas refused to interfere (that is, we suppose, the Court declined to interfere at the officer's instance, though in all probability his attorney might have put the Court in motion for him by moving in his own name as has often been done). The defendant then pleaded to the jurisdiction, and it is one of the hardships under which he lay, that he could not plead over to the cause of action, as no other plea is allowed upon the record together with a plea to the jurisdiction:—One of the devices for preventing such a plea being often pleaded. The cause coming on for trial the defendant clearly proved the facts above stated, and the judge (Mr. Henry James), after consulting the Recorder, held that the defendant did not carry on business within the city, and that the section in the Mayor's Court Act, which gives jurisdiction over persons dwelling within the city, and carrying on business within, means, not warehousemen or porters or those who occasionally come up to London to transact business there, but those whose business is fixed in the city. So the defendant got a verdict on his plea. But then a great hardship follows; no costs are allowed on a plea to the jurisdiction, so that, although the defendant had been made a party to an action which should not have been brought within this court, he may have to pay more than if he had fought and lost the cause on the merits; and the Mayor's Court has done what it wanted, and has taught the defendant never again, wherever he may live and wherever he may carry on his business, to presume to question its jurisdiction.

Irrespective of the merits of individual cases, it is certain that the Mayor's Court Act is constructed on the principle of punishing anyone who, rightly or wrongly, demurs to its claims of jurisdiction, and the Act ought to be amended.

VICE-CHANCELLOR BACON decided this week, and, as we think, too summarily, considering the importance of the question, a case of much moment to the Church of England. The question, which was one as to the ultimate disposal of the surplus profits of a living sequestrated under the Church Discipline Act, arose in the following manner:—In 1845, the living of Thakeham, in the diocese of Chichester, was sequestrated for three years under the Church Discipline Act, the case being stated in Robertson's Reports (*Trower* v. *Hirst*, 1 Rob. 248). The profits of the living were received during the sequestration by the late Bishop of Chichester, who, after providing for the cure of the parish, paid the balance to his bankers, to an account which was entered in the bankers' books as "The Bishop of Chichester; Thakeham Sequestration." After providing for payments of about £400 for costs, £10 to the poor of the parish, and the salary of the curate, there remained a sum, the accumulations of which at the date of the application to Vice-Chancellor Bacon amounted to some £1,400. Some correspondence took place between the late bishop and persons interested in the parish respecting the application of this fund towards the schools, and the bishop was willing to do so, provided the parishioners would make what he considered the proper exertions in favour of the schools on their part. The event, however, was that the money remained in the bankers' hands till the bishop's death. On his death the churchwardens claimed the money from the bankers; the incumbent, Mr. Hirst

put in a claim, and the new bishop asserted a claim and informed the bankers that he placed "a *moral distringas*" upon the fund. Under these circumstances the bankers paid the money into the Court of Chancery under the Trustee Relief Act; the executors of the late bishop petitioned to have the money paid out to them, and the churchwardens, the incumbent, and the present bishop appeared, with the bankers, upon the petition. The claim of the incumbent may be dismissed at once, it being perfectly clear upon authority as well as common sense that he could sustain no claim to those profits of which the sequestration deprived him (*Bunter* v. *Cresswell*, 14 Q. B. 825). *Morris* v. *Ogden* (L. R. 4 C. P. 703, 17 W. R. 1103, is an authority to the effect that the bare sentence of suspension deprives an incumbent of his right to the profits of the living. It is difficult, too, to see how the churchwardens could have any *locus standi* to demand the fund as of right. In *Bunter* v. *Cresswell* (*ubi. sup.*) surplus income was claimed from the bishop by a party claiming under the incumbent, and Patteson, J., in negativing the claim, said:—"The church being for the first time in substance deprived of its minister, it is cast upon the bishop to provide for the temporary vacancy; and, to enable him to do so, he is to receive the profits, not as when he receives them in the execution of a writ from a temporal court, as a sort of sheriff, with a liability to account it to the court for his receipts, but in virtue of his office of chief pastor, responsible to none as long as the church is properly supplied." In this case the Court seems to have had in view merely the question between the bishop and the incumbent. However, upon the authority of this case Bacon, V.C., not only decided in favour of the late bishop's executors, but refused the bankers their costs, on the ground that the case was so clear that they were not justified in paying the money into court.

The present case had been the subject of discussion among the bar for some time before it actually appeared in court, and the only point upon which there was any agreement of opinion was that the question was extremely difficult and doubtful. A leader of the chancery bar, who advised in the case, considered that the Crown was entitled to be represented in the claims, and another view was that, the bishop having taken the profits *virtute officii*, as Patteson, J., put it, of chief pastor, and left them in the bank, earmarked "Bishop of Chichester, Thakeham Sequestration," the new bishop became entitled *virtute officii*. Certainly the question was so far doubtful that the bankers deserved their costs of paying into court. The question is an important one and opens up some curious speculations if all possibilities under recent ecclesiastical statutes are considered. The result in the present case is, that the money goes into the pockets of the parties interested under the will of the late bishop, who, throwing aside legal considerations, have no more claim to it, morally, than the parties to the next case in the Vice-Chancellor's paper.

EQUITABLE CONSTRUCTION IN FAVOUR OF EQUAL PORTIONS.

Our system of land settlement which, by periodical arrangement, enables the preservation of the estate in a single branch of the family, generally the eldest male line, seems to require, as its necessary complement, the destination of some fund as a provision for the younger branches of the family. This, as is well known, is generally done by onerating the estate, in the hands of the elder son, with a term for raising a gross sum to be applied in portions among the younger branches of the family, the non-possessors of the family estate. This provision is also sometimes augmented by the bountiful provision of collateral members of the family, who devote their property to the compensative adjustment of the inequality of fortune between the head of the family and his brothers and sisters. Provisions framed with such a design have always met with great encouragement from courts of equity, with whom the principle of equality has ever been one of leading prevalence; and the eldest son being looked upon as the natural possessor of the family estate as *his* portion, the equal distribution of the allotted fund, among those who do not take this estate, is obviously indicated as the object of equitable care. The solicitude of courts of equity to prevent double portions is the expression of their desire to attain this end. The Court of Chancery, therefore, entering into the spirit of these arrangements, whenever it finds a fund provided either by a parent, or one *in loco parentis* (for it seems such an origin of the fund is necessary to attract the rule, see observations of Wood, V.C., in *Sandeman* v. *Mackenzie* 1 John & H. 613), for the purpose of furnishing portions for the younger children of the family, the Court will fix its view on what is deemed the principal intent of the parties, and the effect of the language will not be allowed to thwart the assumed purpose, if without violence to the language it can possibly be modelled to reach that end.

In no branch of our law has the effect of the maxim *intentioni verba debent inservire* been more conspicuous. Thus the terms eldest son or child, and youngest son or child, have not been regarded according to their verbal import; but the presumed intention has been alone considered; so that where portions were expressed to be for all the children other than the eldest, a daughter, although the eldest child, was held entitled to the portion, because she did not inherit the family estate, and the son who did take the estate was excluded from the portion, though, in fact, a younger child (*Heneage* v. *Hunloke*, (3 Atk. 455). So where under a power to select the son to succeed to the estate, and the third son was selected, the eldest son was held entitled to the portion, though, in terms, expressed to be for younger children, for every child, except the heir, is a younger child, and eldership not carrying the estate along with it, is not considered such an eldership as shall exclude by virtue of such clauses; *Duke* v. *Doidge*, (2 Ves. 203, note *a*.) So where there was a power to appoint a sum of money among younger children, the father made an irrevocable appointment to his second son, who, six years afterwards, became the eldest, and the father made another appointment of this son's share, and the appointment was upheld, though contrary to the general law of powers, as to appointments made without reserving a power of revocation, upon the ground that there was, in such a case, a tacit condition that the appointee should not afterwards happen to become the eldest son or heir (*Chadwick* v. *Doleman*, 2 Vern. 527).

These two cases have been considered as laying the foundation of the doctrine in relation to provisions by way of portions for children, "that the principal intent to be imputed to the parties, however indifferently that intent may be expressed, if it be not contrary to what is actually found in the settlement, is a desire to provide equally for children; that one child is not to have a double portion; and that no child shall be excluded," *per* Lord Hatherley, C., *Collingwood* v. *Stanhope* (17 W. R. 536, 4 L. R. E. & I. App. 43.)

It has not always been an easy matter, in applying these general doctrines, for the Court to avoid the appearance of some inconsistency in its decisions. It will be found that violence has been done to two established canons of construction, the one which favours the early vesting of interests, and that which requires that an interest once vested shall not be divested unless the condition be exactly and literally fulfilled. It was soon found that in order to attain the presumed principal intention of these provisions it was necessary, sometimes in spite of strong language in the settlements, not to consider the portions as indefeasibly vested in the children till the time of distribution; in order that, on the one hand, a double portion might not be given to one child, and, on the other, that no child should be excluded. The period of distribution, therefore, became the *punctum temporis* to which to look for the ascertainment of

whether the individual, at that time, answers the character required in relation to the estate; the estate being the constant quantity, the conjunction or non-conjunction with which might vary the natural meaning of the descriptive terms.

In a case where an estate, directed to be purchased, was devised by way of legal remainder to the younger children, the force of this doctrine so far prevailed that Lord Hardwicke let in the claim of a daughter, though the eldest child, admitting that in an ejectment she could not have recovered, but as the estates were executory the Court of Chancery could execute the intention of the parties (*Heneage* v. *Hunloke*, *ubi sup.*). On the other hand, the words retained their natural import in a case where a fund was given among all the children of testatrix's daughter, except an eldest son; the description of the legatees was referred to the period of distribution, but a second son, who had become and was an eldest son at that time was excluded, though he did not succeed to the family estate, which an elder brother had disentailed and devised to his father (*Matthews* v. *Paul*, 3 Swanst. 328). In this case there was no reference to any estate in the will, and this seems to be the most obvious ground on which this decision can be distinguished from the general current of others in a contrary sense (see per Vice-Chancellor Wood, *McOubry* v. *Jones*, 2 K. & J. 695).

In another case, however, Lord Giffard, M.R., found in a direction to vest in younger sons at twenty-one, though not to be payable till after the death of the parents, and the general purport of the provisions of the settlement, sufficient to outweigh the general leaning of the Court against double portions, so that he felt bound to consider that the character of younger son was indefeasibly imparted at the time fixed for vesting, so that a son who was younger when he attained twenty-one, but afterwards, in the lifetime of his parents, became an eldest son, was entitled to a share of the fund destined for younger children (*Windham* v. *Graham*, 1 Russ. 331).

Vires acquirit eundo may, we think, be affirmed of the judicial desire to subserve the presumed intention, in cases of these provisions, as indicated in the current of recent decisions. An application of the doctrine to a new combination of circumstances occurred in *Ellison* v. *Thomas* (11 W. R. 56, 1 D. G. J. & S. 18), where Lord Westbury, C., reversing the decision of Vice-Chancellor Kindersley (10 W. R. 789), held that the fulfilment of the character of eldest son, at one time, if followed by the divesting thereof before any benefit had accrued from it, was not sufficient to disentitle to a share of the portion. In this case the trust was declared to be for "all the children other than an eldest son for the time being," and the representatives of one who had been an eldest son and attained twenty-one, but died without issue before the fund became divisible, were held to be entitled to his share as a younger son.

The doctrine enunciated in the class of cases of which *McOubry* v. *Jones* (*ubi sup.*) affirms the authority, shows that if by the acts of those having a prior dominion over the family estate, the devolution of the estate is interrupted, an analogous rule will be applied as in the case of the estate having yielded no profit to a son in whom it was *pro tempore* potentially vested. In the last cited case a second son, who was in fact an eldest at the time of distribution, was let in to participate in the portion-fund, as his elder brother had, by disentailing the estate, excluded him from any benefit of it. A subsequent case fully recognises the authority of *Ellison* v. *Thomas* (*ubi sup.*), although the eldest son, whose representatives were let in upon the portion-fund, and who had predeceased the period of distribution, had been mentioned in the settlement as an eldest son, and a separate provision had been made for him; and the limitation in his favour in the settlement was only to him for life, with remainder to his sons in tail; so that, as was objected to his claim, if he had left issue male, such issue would have taken the family estate, whilst he, through his representatives, would have been entitled to share in the personalty. None of these circumstances were, however, deemed to afford a substantial ground of distinction from the principle of the last named case; *Swinburne* v. *Swinburne* (17 W. R. 49).

In another case before the House of Lords (*Collingwood* v. *Stanhope*, *ubi sup.*), where the whole doctrine was very fully considered, the portion-fund was, in the events that happened, divisible amongst such two or more children of the marriage, other than and except an eldest, second, or only son for the time being entitled under a recited will to certain hereditaments, or the principal part thereof, for an estate in tail male in possession or remainder immediately expectant on the decease of the father, The shares of the children to vest at twenty-one or marriage. There was a son and daughter of the marriage. The son, after he attained twenty-one, joined with his father in disentailing the estate referred to, and re-settling it, under which re-settlement he became and was, at the time for the distribution of the portion-fund, tenant for life only, of this estate. And being such he claimed to be entitled to share in the portion-fund, as not being, at the time of the distribution, within the terms of exclusion as *tenant in tail*. Lord Hatherley, C. (then Wood, V.C.) had allowed his claim on an analogy erroneously (as admitted by him on the appeal) supposed to exist between such a case and the provisions in family settlements for the shifting of an estate on the accession of another, in which cases, it is admitted, the conditions for determing the old uses, and raising the new ones, must be performed strictly. All the lords who heard the appeal, including the Lord Chancellor himself, agreed that the dealing of the son in conjunction with his father, with the family estate, in the manner which had been done in this case, was sufficient to warrant the judicial conclusion that he had obtained such a benefit from the estate, as would bring him within the terms of exclusion, though, in consequence of the legal acts that had been performed, he was not at the period of distribution—which all agreed was the time for ascertaining the rights of the parties—literally within the effect of the excluding phrase. Lord Westbury seemed to consider that the term "entitled for the time being" might be properly construed to include a person who, as in this case, was an eldest son at the time of the distribution, and who also was a person who had been entitled to the estate. The Lord Chancellor, however, guarded himself against any committal to opinion on the question, which will doubtless some day call for decision, as to what must be the extent of dominion exercised over the family estate, and what the nature of the re-arrangement, to constitute such an assumption of master-ship over the estate as is equivalent to having property in it. But in this case he considered, in agreement with his coadjutant peers, that the son had the full benefit of the family property in the manner in which, according to ordinary settlements of limitations in this country, the benefit is provided for the eldest son, viz., by making, on obtaining his majority, a settlement of the property. As it is obvious that, upon principle, the decision in this case must have been the same if the son had died after the re-settlement and before the period of distribution, without issue inheritable under the re-settlement, the importance of the question on which the Lord Chancellor reserved his opinion will be apparent.

In a very recent case before the Lords Justices the foregoing doctrines have received a further recognition. In *Re Bailey's Settlement* (19 W. R. 789) the husband's estate, on marriage, was settled, after his own life estate, on the first and other sons in tail. An estate of the wife's, subject to her life estate, was settled to the use of all and every the sons (other than an eldest or only son) and the daughters of her body in equal shares as tenants in common in tail, on failure of issue of either, or if any younger son became an eldest *before he or she should attain twenty-one years*, the original and accruing shares to the use of survivors in tail. The first son of the

marriage entered into possession of the paternal estate after his father's death and died in 1859 a bachelor, not having barred the estate tail; the second, third, and fourth sons died in his lifetime without issue, the fifth had attained twenty-one on the death of his eldest brother, and then became entitled to the paternal settled estates—he died in March, 1859, not having barred the estate tail, leaving an infant son who became entitled to the paternal settled estates, as tenant in tail in possession. The mother died in 1867, and after her death part of her settled estate was, under a power of sale in the settlement, sold, and the proceeds paid into Court under the Trustees Relief Act. This fund was claimed by the two daughters, the only other two children of the marriage who had attained twenty-one, and also by the infant tenant in tail who claimed the interest which vested in his father, and had not, it was contended, become divested. The Court, however, gave the whole fund to the daughters. This case carries the doctrine further than any case, it is believed, has yet done, inasmuch as here the case of a legal remainder was to be dealt with (for the distribution of the proceeds of the sale must, of course, follow the legal rights in the land), and the Court felt no hesitation in applying the principle of the doctrine in these cases, so as to divest the share of the fifth son, which had clearly vested in him at the age of twenty-one, although the contingency on which the divesting was to take place, was expressed to be the becoming an eldest son, *before attaining the age of twenty-one years*. In effect, these latter words were struck out of the clause, in accordance with the rule which favours the presumed intention. Lord Hardwicke, we have seen (*Heneage* v. *Hunloke*, *ubi sup.*), thought the potency of the doctrine could never suffice to *vest* a legal remainder, unless the child could be brought literally within the meaning of the terms. The energy of the rule would seem, however, from the last decision on the subject, to be sufficient to *divest* such an estate in favour of the assumed intention, without regard to the literal fulfilment of the condition.

RECENT DECISIONS.

COMMON LAW.

MAYOR'S COURT.—PROHIBITION.—ATTACHMENT OF GOODS OUT OF CITY BELONGING TO RESIDENTS WITHIN.

Mayar v. *Carmot Wilson*, C.P., 19 W. R. 756.

This was one of the numerous applications which have been made lately to the Court of Common Pleas, for prohibitions to the Mayor's Court of London. The point decided was slightly different from that in the *Mayor of London* v. *Cox* (11 W. R. 565), though the elaborate opinion delivered by Mr. Justice Willes in that case really contained a complete solution of it. In *Cox's case* the garnishee was merely found within the City of London, and not resident there, and it was held that the Mayor's Court had no jurisdiction to attach a debt which he owed to the defendant in the action. In the present case the garnishee's place of residence was outside the city, but he had a counting-house within the city. It was contended that this made him resident in the city within the meaning of the rule. This point the Court did not decide, but on its appearing that the attachment was not of a debt, but on goods, of which the garnishee was bailee, and that these goods when attached were not within the city, the Court made the rule absolute for a prohibition. It was therefore assumed by the Court for the purpose of the decision that the garnishee was resident within the city, so that probably a debt due from him might have been attached; for, as suggested in *Cox's case*, he might be said to carry the debt on his back, and therefore the debt might be considered to be due within the city where he was resident. This doctrine, however, could not apply to a bailment of goods, which could not be said either to be carried about by the bailee wherever he went, or to be constructively at his place of residence, when in fact they were physically elsewhere. The necessity for the goods being within the jurisdiction to make the attachment good, arose out of the doctrine laid down in *Cox's case*, that the Mayor's Court is an inferior Court. Of course in the present case the original cause of action arose within the city. If it had not, there would have been a further ground for the prohibition. Thus the present case clearly goes beyond the actual claim in *Cox's case*, because two important facts towards giving the juridiction which were wanting in *Cox's case* were present here, viz., that the Mayor's Court had jurisdiction over the original cause of action against the defendant, and also (upon the facts assumed by the Court for the purposes of this judgment) over the garnishee as a resident in the city. The sole point upon which the jurisdiction failed was, that the goods of which the garnishee was bailee for the defendant, were not within the city.

METROPOLIS LOCAL MANAGEMENT.—PAVING EXPENSES RECOVERABLE AGAINST OCCUPIER AFTER UNSATISFIED JUDGMENT AGAINST OWNER,—25 & 26 VICT. CAP. 102, SS. 77, 96.

Vestry of Bermondsey v. *Ramsey*, C.P., 19 W. R. 774.

This was a county court appeal, in which two questions were raised; one of little legal interest, but of considerable practical importance, depending upon the construction of a statute, the other of greater legal interest, though (owing to previous decisions) not of much difficulty as to the effect of an unsatisfied judgment against one of two persons independently liable to the same obligation. The first point turned upon the construction of the 77th & 96th sections of 25 & 26 Vict. cap. 102, one of the Metropolis Local Management Acts, under which (together with previous Acts) a liability for the paving of new streets is imposed upon owners or occupiers. The 96th section expressly says that the parish may require payment either from owners or occupiers, and if from the latter, that deductions may be made in certain cases from the rent. The 77th section also mentions that the amount may be recoverable from the present or any future occupier. As to the latter words, however, they seem meant primarily to apply to the case of a payment by instalments, which had been authorised by the preceding words. The Court held that the remedies given against the various persons—viz., owner, future owner, occupier and future occupier, were independent and cumulative. Taking this construction of the statute, the further point, as to what was the effect of an unsatisfied judgment against a former owner was easily decided, and it was held that it offered no defence to a tenant of a purchaser from that former owner. The point upon the construction of the statute was certainly an open one, but it may be considered as set at rest by the judgment of the Court, which seems satisfactory. The second point was very clear, when the construction of the statute was once arrived at.

The great practical importance of the case is the warning that it gives to purchasers of property in new streets in the Metropolitan district. The section upon which the decision mainly turned applies not only to charges for paving, but also to any costs and expenses which an owner may be liable to pay under the Metropolitan Management Acts, and therefore to the cost of sewers and the like. It was held that such costs are a charge upon the premises binding on all future owners, and therefore purchasers should carefully satisfy themselves that no such charge exists, or they may find themselves saddled with considerable liability, and probably without any remedy over that may be of value. The point seems worth the attention of conveyancers. A tenant of such premises may also be liable to pay these amounts, as was the case with the defendant in the present case, but he can, unless he has contracted with his landlord to bear such assessments, deduct the amount from his rent.

It is improbable that any tenant would have executed a lease which would prevent him from deducting the amount paid by him in respect of works done before he went into occupation. Many leases, however, are so drawn as to throw charges on the tenants, which, if they could foresee them, they never would agree to bear. Intending lessees of house property in the suburbs, and their legal advisers, as well as purchasers, should be careful not to forget these provisions of the Metropolis Management Acts.

COURTS.

THE ALBERT LIFE ASSURANCE ARBITRATION.*

(Before Lord CAIRNS.)

June 7, 10.—*Re The Bank of London and National Provincial Insurance Association, Kerry's Executors' case, Lambert's case.*

Unregistered company—Companies Act, 1862, *s.* 200—*Amalgamation—Winding up—Contributory—Liability of shareholders in old company after amalgamation with another company.*

K. was a shareholder in the B Insurance Company. This was an unregistered company, and its deed of settlement contained a provision enabling the directors to purchase shares in the company on behalf of the company, and also provisions for dissolving the company and for transferring the business to another company. In 1858 *the B Company became amalgamated with the A Company. The agreement for amalgamation contained a clause by which an option was given to the B shareholders to exchange their shares for shares in the A Company or for cash at the rate of £4 per share. K. elected to have cash for his shares and gave up his certificates to the A Company, but his name was not removed from the list of the B shareholders. On the winding up of the two companies it was*

Held that the provision as to the directors purchasing shares did not apply to the amalgamation with another company; that the provision as to the dissolution of the company could absolve shareholders from the liabilities of the company only after the payment of all just demands on the company, and this payment had not been made or provided for. K.'s name was therefore retained on the list of contributories of the B. Company.

Semble, *the payment of the cash to K. could not be regarded in the light of a return of capital within the meaning of the provision as to dissolution.*

Kerry's Executors' case was an application to remove the name of J. Gower and S. Ling from the list of contributories to the Bank of London and National Provincial Insurance Association. This was a company neither incorporated nor registered. Its deed of settlement dated the 21st Aug., 1856, contained provisions in the clauses 128—132 with respect to the shares of persons dying. It also contained the following provisions:—

Clause 65. That the board of directors shall (if authorised by the resolution of a general meeting, as hereinbefore provided, but not otherwise) be at liberty to purchase on behalf of the association any shares therein at such a price as the board of directors shall deem fair and reasonable; and upon completion of any such purchase to cause a proper entry to be made in the register of shareholders of the association, to show that the seller of such shares has ceased to continue a proprietor thereof, and that the same have been purchased for, and for the benefit of, the association, and all dividends and profits which might otherwise accrue in respect of such shares prior to the same being afterwards disposed of for the benefit of the association as hereinafter provided shall (unless the board of directors shall otherwise determine) be absolutely extinguished for the benefit of the association. And no claim shall arise or be made against the association in respect thereof; and all the rights whatever, incidental to such shares, shall remain in suspense and abeyance until the same shall be sold for the benefit of the association, as hereinafter provided.

Clause 110.—That when such dissolution shall have been so resolved on, and subject to any special directions to be given in relation thereto by such general meetings, the directors shall, with all convenient speed, call in, convert into money, and realise as they shall think best, all the estate and effects of the association not consisting of money, and a general account and valuation of the said estate and effects, and of the proceeds of the conversion thereof, shall be made and submitted to an extraordinary general meeting to be held for the purpose, and when approved of by such meeting shall be binding upon the shareholders; and upon the settlement thereof, the surplus estate and effects (if any) of the association, shall after payment of all just demands upon the association, be divided amongst the shareholders in proportion to their respective shares. . . . Provided always that notwithstanding the passing of such resolution as aforesaid for the dissolution of the association, these presents and all rights and liabilities thereunder, shall, until the affairs of the association shall have been fully wound up, and the assets thereof completely realised and divided as aforesaid, continue in full force and effect for the purpose last aforesaid.

Clause 111.—That an extraordinary board of directors, specially convened for that purpose shall have power to consider and determine upon the expediency of a sale or transfer of the business and undertaking of the association to any other insurance company, and also the expediency of purchasing and transferring to or merging in the said association the business and undertaking of any other insurance company, and the terms and conditions on which such sale, transfer, or purchase respectively should be made, and if the resolutions come to at such board touching such sale, transfer, or purchase as aforesaid, shall be adopted and confirmed by a majority of at least two thirds of the shareholders of the association present personally or by proxy at some extraordinary general meeting thereof, to be for that purpose specially convened, such sale, transfer, or purchase, as the case may be, shall be completed and carried into effect accordingly.

In 1858, Kerry was a shareholder in the association, holding 750 shares. On the 7th of October, 1858, an agreement was entered into for amalgamation with the Albert Company. By the 13th clause of this agreement it was stipulated that the shareholders of the association should have the option of taking in lieu of their shares either shares in the Albert Company or cash at the rate of £4 per share, payable by three instalments. Kerry selected to exchange his shares for cash, accordingly the money was paid him, and he transferred his certificates to the Albert, but his name was not removed from the list of shareholders of the association. Kerry afterwards died and his will was proved by Gower and Ling his executors. On the 17th of September, 1869, the Albert was ordered to be wound up, and on the 22nd of January, 1870, an order was made for winding up the association. The names of Gower and Ling were placed by the chief clerk on the list of the contributories to the Bank of London association.

Fry, Q.C., and *Thomson*, for the executors.—This association is what has been held to be a mere partnership, and the intention of the deed of settlement is that when a partner dies the liability of that partner shall be accepted by one or the other of two classes of persons, either by a person who shall take the shares from the executors, or by the executors themselves coming in and undertaking the liability. [Lord CAIRNS.—Until one or the other is done, the assets of the dead man remain liable.] Again the association having ceased to carry on business for more than six years, the only liabilities are liabilities in respect of policies and annuities, and the policy holders and annuitants are fixed with notice of the deed of settlement. The 65th clause of this deed gives the directors power to buy shares. The deed also gives the power of entering into an agreement for amalgamation with another company. And by the agreement for amalgamation it is provided that the company with which they are going to amalgamate shall purchase the shares for the association. If there is power to buy shares and power to amalgamate, the two things may be done by one instrument. *Re the London and Mediterranean Bank Ex parte Joseph Wright*, 37 L. J. 529, 16 W. R. Ch. Dig. 52.

The 13th clause of the agreement for amalgamation contemplated three classes of persons, those who accepted money, those who accepted shares of the Albert, and those who accepted neither. Those who accepted money or shares were to cease to be shareholders, and all their liability was to terminate, except perhaps any liability as past members. All the liability was to be borne by those who still remained shareholders of the association.

Eddis, Q.C., and *Rodwell*, for the association.—The 65th clause of the deed of settlement has no reference to the

* Reported by Richard Marrack, Esq., Barrister-at-Law.

amalgamation which has taken place. By that clause provision is made for the rights of the outside creditors, because an entry is to be made in the register that the seller of the shares has ceased to be a proprietor. The association could be wound up under the 110th clause, only after payment of all just demands. Consequently as against third parties, Kerry is still liable to be put on the list of contributories. This very case has already been decided by Vice-Chancellor Bacon in *Re Bank of London Assurance Association, Part's case*, L. R. 10 Eq. 632, 18 W. R. 977.

Lambert's case was heard at the same time. This differed from *Kerry's Executors' case* only in the fact that the shareholder Lambert was still alive.

Karslake, Q.C., and *Marten*, for Lambert.—The only book kept by the association was a book called the "Shareholders' Ledger." The last entry with reference to Lambert was one of 21st January, 1862—"To capital repaid, £260 13s. 4d." This book therefore shows that Lambert, having become a shareholder, duly ceased to be one, by "capital repaid." On the amalgamation, clause 111 was duly carried out, and the policyholders are bound by the deed of settlement. Similar arguments to those in *Kerry's case* were relied on, and *Re Times Life Assurance and Guarantee Company*, L. R. 5 Ch. 381, 18 W. R. 559; and *Re The Empire Assurance Corporation, Challis's case*, 21 L. T. N. S. 567, 18 W. R. Ch. Dig. 57, were also cited.

Eddis, Q.C., and *Rodwell*, for the association were not called on.

Lord CAIRNS. —I have now to dispose of both these cases. They arise on an application by persons whose names have been placed on the list of contributories to the Bank of London Association to have their names removed from the list. The Bank of London Association is an unregistered company, and as it is being wound up, the list of contributories must be settled according to the provisions of the 200th section of the Companies' Act, 1862.

It has been argued that, looking at the lapse of time since the amalgamation of the association with the company, the only claims that can now exist against the former are claims in respect of policies of assurance and annuities: and that with regard to claims of that kind, the claimant on any policy of assurance or on any annuity deed, must be taken to have contracted, with notice of and in fact on the terms of the deed of settlement of the association. For the present purpose I will assume that argument to be correct, namely, that it is only material to look at the claims arising on the policies of assurance and deeds of annuity, and that the claimants in respect of such claims must be taken to have had notice of and to have contracted on the faith of the deed of settlement of the association.

We start then with this, that beyond all doubt these claimants on policies of assurance and deeds of annuity have a right to proceed against Kerry's executors and Lambert to have their names placed on the list of contributories, unless there is something in the deed of settlement of the association to absolve them from or put an end to the liability, which, by virtue of their possession of shares and their execution of the deed of settlement, undoubtedly in the first instance attached to them. Now, their liability is sought to be got rid of in this way. The association amalgamated with the Albert. One of the terms of amalgamation was, that if a shareholder in the association did not like to become a shareholder in the Albert, he should be entitled to ask for and to be paid a sum of £4 in respect of each share that he had in the association, £4 being the amount of money he had contributed to his own company. Of course that arrangement, behind the backs of creditors may be binding on them by virtue of some provisions in the deed, on the faith of which they had entered into their contract. But unless there is some express provision in the deed, it is very difficult to understand how the repayment by the Albert to each shareholder in the association of the sum he had paid on his shares could absolve or go in the slightest direction towards absolving that shareholder from his antecedent liability. We must look therefore at the two provisions in the deed, which are said to affect the persons who might have claims against the shareholders of the association. The first clause that is referred to is the 65th. Now, it appears to me that, both in form and in substance, this is a clause which has no reference whatever to the case of amalgamation, or to the case of the cessation and transfer of business of the association to another company. It is a clause which contemplates that the association is going on, and will continue to carry on business. It contemplates the possibility of the directors of it, as a going and continuing concern, having an opportunity advantageously for the association to buy up some of its shares and then to keep those shares as property of the association, paid for, as they would have been, out of the funds of the association, and at a fitting opportunity to dispose of them again for the benefit of the association, and to make an addition thereby to the funds of the association. It provides that on a transaction of that kind an entry may be made in the register to show that the seller of the shares has ceased to continue a proprietor, and then the dividends and profits are to be kept in suspense and abeyance, and the share afterwards with all its incidents is to be sold and the money to come into the coffers of the association. Now, what was done here was nothing of the kind. The association was not going to continue business; the association did not buy up its own shares; the shares were not purchased for the benefit of the association, or to be held in trust as part of the property of the association and afterwards disposed of. The payment of £4 a share was made, as the deed of amalgamation provided it should be, by the Albert out of its funds, not for the purpose of thereby getting shares which would belong to the association, but for the purpose of buying off certain dissentients who refused to come into and be bound by the other terms of the amalgamation. I do not think it possible to look upon this as a transaction which ranges itself under the provisions of the 65th clause. The only other clause is the 110th. This is one of the clauses coming under the "eighth general head with respect to the dissolution of the association or the amalgamation thereof with other insurance companies." Now it is under that head that we ought to find the provision, if there be any provision applicable to the present case, for it was an amalgamation with the Albert which really took place. The only way in which this clause could be appealed to would be by saying that that which took place with these particular shareholders in the association was, in substance, nothing more than a return to each of them of the aliquot proportion of each in the realised and surplus capital of the association. Of course, if the transaction is not that, it is not warranted by the clause at all. I repeat that, it would be rather difficult to satisfy one's mind that what took place was a return to a shareholder of his aliquot portion of the surplus assets of the company. But assume that that difficulty is got over, and assume that that may be the construction put on the payment; still, in order to ensure its efficacy as a means for taking the shareholder out of the company and away from his liabilities, this precedent condition must be fulfilled—namely, that there shall have been payment of all just demands on the association. It is not pretended there was anything of the kind. All the demands and liabilities were handed over in mass to the Albert. No provision was made securing the payment, much less did the payment actually take place. Therefore it seems to me that the 110th section is in vain appealed to as absolving the shareholders from their liabilities. The case I think is a simple one. Those are the only two clauses which could have been referred to, and neither of them seems to me to do away with the antecedent liability of these gentlemen in respect of their shares. I think therefore that the application in both cases must be refused, and with costs.

Solicitors, *John Chapple, Lambert & Sons, Paine & Layton.*

June 14.—*Re The Western Life Assurance Society—Wood's case.*

Insurance company—Amalgamation of companies—Winding up—Policy—Protest—Policyholder protesting against an amalgamation held to be a creditor, not of the amalgamated company, but of his original company.

In 1865 *the W. Insurance Company became amalgamated with the A. Company. Shortly after receiving the circular announcing the amalgamation, B., who held six policies effected in the W. Company, wrote to the A. Company for certain information. Thereupon a correspondence ensued between him and the A. Company, and in the midst of it, the time coming round for him to pay his premiums, he paid them to the A. Company, accompanied by a protest against the amalgamation. This protest also included a demand for the information required, and stated that, until the information were given, the premiums would be paid on the footing of the protest. Soon after the correspondence terminated without the information having ever*

been given. The premiums were subsequently paid to the Albert without comment. On the winding up of both the companies, B. claimed to rank as a creditor of the W. Company.

Held, that the provisions of the W. Company's deed of settlement were not such that, on the amalgamation, the W. Company's liability in respect of its policies necessarily terminated, so that B. was bound thereafter to look only to the A. Company; and that the protest was in express terms a continuing protest, until the information required should be given; and that B. must accordingly rank as a creditor, not of the A. company, but of the W. Company.

This was a claim by Mr. Wood to rank as a creditor of the Western Society, in respect of six policies held by him on the terms of participation in profits. The Western's deed of settlement contained in its 145th clause the following provision:—"That immediately upon the dissolution of the society the board of directors shall cease to grant assurances or annuities, and shall out of the funds or property of the society pay and satisfy all the immediate claims and demands on the society, arising from assurances, annuities or other contracts or engagements, and shall obtain from the directors or managers of some other assurance society or company an undertaking to pay and satisfy the remainder of the claims and demands on the society arising from assurances, annuities, or other contracts or engagements, when and as the time for the payment and satisfaction of the same shall successively arrive and shall cause to be transferred to some of the trustees of such other assurance society or company so much of the funds or property of the society as shall be agreed upon between the contracting parties as sufficient, with the premiums that may become payable in respect of all the then existing policies to enable the society or company from whose directors or managers the undertaking shall have been obtained to comply therewith; and shall make such arrangement with the said directors or managers with regard to the said undertaking as the board of directors or managers shall in their discretion think fit, and shall cause to be done and executed all such acts deeds and things as in the opinion of the Board of Directors shall be necessary or advisable for carrying the said arrangement into effect; and if any funds or property of the society shall remain after answering the purposes aforesaid, shall cause the same or so much thereof as shall not consist of money to be sold, got in, or otherwise converted into money, and shall cause the moneys arising from the said remaining funds or property of which the same shall consist, to be paid and distributed at such time or times as they shall think fit to, and amongst the proprietors and other holders of shares in the capital of the society according to their respective rights and interests therein. And notwithstanding the dissolution of the society, these presents and the provisions therein contained, and all powers, privileges, rights and duties of the proprietors and other holders of shares, including the powers to call and hold extraordinary general meetings of proprietors, and the powers to call for and enforce the payment of further instalments or shares, shall until all claims and demands shall have been respectively satisfied, remain and continue in full force, so far as the same may be necessary for winding up the concerns of the society, and for enabling the Board of Directors to dispose of the funds or property of the society, and to satisfy or provide for such claims and demands, and to make such payment and distribution as aforesaid."

In July, 1865, the Western became amalgamated with the Albert. By the agreement for amalgamation it was stipulated that

Clause 2.—Upon the confirmation by such second extraordinary general meeting of a resolution for dissolving the said society (*i.e.* the Western) and in consideration of the transfer of funds and property to be made to them as next hereinafter is provided, the said company (*i.e.* the Albert) shall pay and satisfy all claims and demands upon the said society.

Clause 3.—In consideration of such undertaking as last aforesaid, and of the provisions hereinafter contained respecting the policies of the society, and the several other conditions herein contained, the said society shall as soon as practicable after the passing of such second resolution, transfer to the said company all the funds and property of the said society, of whatever kind they may be, good, bad or doubtful, together with the right to receive all premiums that may become payable in respect of all the then existing policies.

On the amalgamation a circular dated the 14th of July, 1865, was sent to all the policyholders of the Western. It commenced:—

"Dear Sir,—I beg to inform you that the directors of this society, acting under the powers conferred by the deed of settlement and the unanimous concurrence of the shareholders, have incorporated the business of the Western Society with that of the Albert Company."

It then proceeded to state the objects of the Western directors and the arrangements made by them. Thereupon a correspondence ensued between Wood's solicitors and the Albert as to the position of the Albert. In the midst of this the time came round for Wood to pay his premiums, and accordingly on the 4th of December, 1865, he paid his premiums at the office of the Albert, accompanied by a protest. Wishing to make this protest as effectual as possible, he had it prepared by counsel (Mr. Napier Higgins). It was addressed to the Western Society and the Albert Company and their directors, trustees, and officers, and all others whom it might concern, and was as follows:—

"For and on behalf of J. C. Wood, of, &c., the holder and owner of the several policies of assurances mentioned in the schedule hereto. We hereby formally object to and protest against the transfer of the assets, and the alleged or attempted transfer of the liabilities of the Western Society to the Albert Company, and of the so-called incorporation of the said society with the said company, which have been intimated to the policyholders of the said society, and previously to and as a necessary condition of his assent thereto respectively (so far as he is concerned as such policyholder) we shall, and do hereby require it to be shown what are the provisions of the deed of settlement of the Western Society, which are relied upon as authorising, on the part of the said society, the said transfer and alleged transfer or incorporation, and that the same are sufficient in this behalf, and have been complied with duly and in good faith, and also that the provisions of the Albert Company's deed of settlement authorise the said company to accept the transfer of, and undertake the liabilities of the said society, and to incorporate the same, and in particular we require it to be shown that the said society has transferred to some of the trustees of the said company, so much of the funds or property of the said society, as is or will be sufficient with the premiums that may become payable in respect of all of the then existing policies of the society, to enable the company, and that the company is hereby enabled to satisfy the accruing claims and demands on the society, when and as the times for payment and satisfaction of the same shall successively arrive. And we further require it to be shown what, in the respective events of the said Mr. Wood accepting a guarantee from the said company for the payment of the policies when they shall accrue due, or of his accepting the policies of the said company, in exchange for his said existing policies, will be his security for the due payment of the said existing or exchanged policies (as the case may be) when they accrue due. And for this purpose we shall and do hereby require an inspection of the deed of settlement of the Albert Company. And in the meantime and until the requisitions hereinbefore specified are complied with, or in the event of a refusal on the part of the said society and company, or either of them, to comply with such requisitions or any of them, we hereby give you notice that the premiums on the said several policies mentioned in the schedule hereto, when and as they become due, will be offered and paid only subject to and upon the footing of this protest. And for the purpose of preventing any question of lapse in respect of such policies, and in tendering you or such of you as may be entitled to receive (as and on his behalf we do herewith) the premiums," [specifying the premiums] "the said Mr. Wood insists upon the foregoing requisitions and expressly reserves to himself the right to insist upon the same, and to take such proceedings at law or in equity against the said society and company respectively, and their respective trustees, directors, and other officers, as he may be advised; and in making such tender and payment he desires to be understood as not thereby or otherwise, in any respect or particular whatsoever, waiving any right which he now has in respect of or any objection which he now may be entitled to make to the said alleged transfer, incorporation, or arrangement, of or between the said society and company. And we are also authorised for and on behalf" of other persons. Then follows the schedule thereto.

On the 16th December, 1865, Wood's solicitor wrote to Mr. Harding, of the Albert, as follows:—"Our Mr. Trollope yesterday had an interview by appointment with Mr. G. H. Drew," (the solicitor to the Western) "with refer-

ence to the position of the policy-holders in general in the Western Life Office, when Mr. Drew stated you were ready and willing to answer any questions we, in the name of the policy-holders, desired to address to you. The information the policy-holders require is as follows:—1st. What are the respective amounts of the funds transferred from the Western to the Albert? 2nd. What is the amount of the liabilities of the Western transferred to the Albert? 3rd. Have the funds been transferred to trustees for the Western policy-holders, and of what do they consist? 4th. What is the total invested fund of the united Society? 5th. What is the total sum assured in the united Society? 6th. In your circular of the 14th July, 1865, you state that the annual premium income of the united Society is over £300,000, but you do not state the amount of the united fund invested, nor the amount of the sum assured. In a list, published by Mr. Bentley, of 13, Paternoster-row, it is stated that the income is £388,000, the fund invested is £964,800, and the sum assured, £12,560,000. Are these sums correctly stated? If not, what are the true and correct sums? Be pleased to give the matter your earliest attention. On receipt of the information, we will arrange a meeting with yourself and Mr. Drew, as proposed by the letter."

The reply of the 1st January, 1866, stated that "by the deed of settlement, these arrangements" (*i.e.*, as to the amalgamation) "are left in the discretion of the board of directors, and the policyholders have no voice in the matter." And the correspondence ends by a letter from Mr. Scratchley (then actuary of the Albert, and formerly of the Western), in which he says:—"We are not able to recognise a right to further information on the part of policyholders, and you must excuse me, therefore, for declining to supply you with the figures you wish for." After this, the premiums were paid without comment at the offices of the Albert.

The receipts given differed from the old ones—being now headed "The Albert Life Assurance Company." In 1869, orders were made for winding up both the companies.

Phear, for Wood.—Originally there was a binding contract between Wood and the Western. The Western can be discharged from their liability under that contract, in two ways only, either by Wood's novation with a third party, or by his having failed to discharge his liability under the contract. But he never accepted the new contract with the Albert. On the contrary, he always said he would have nothing to do with it. His protest was in express terms a continuing protest, until he should get the information which he wanted. He never got that information; the protest, therefore, never lost its validity. This case is even stronger than *Re Medical, Invalid, and General Life Assurance Society, Griffith's case*, L. R. 6 Ch. 374, 19 W. R. 491. On the other hand, he did not fail to discharge his liability. He paid his premiums to the Albert, because their offices were the only place where he could pay them; and by the amalgamation deed, the Western had transferred to the Albert "the right to receive all premiums that might become payable, in respect of all the then existing policies."

Eddis, Q.C., and *Cracknall*, for the Western.—Wood took his policy with notice of the 145th clause of the society's deed of settlement. That clause gave to a certain majority of the shareholders of the Western the power of dissolving the society and of entering into an arrangement for amalgamation with another company; it also gave the directors of that other company the power of determining the amount of the society's funds and property which they might consider sufficient to enable that company to comply with their undertaking. It was a mere question of arrangement as between the two companies. The amalgamation was carried out in strict accordance with this clause. It was a distinct transfer to the Albert of all the assets of the Western, and a distinct undertaking on the part of the Albert to satisfy the liabilities of the Western. He ought accordingly to be bound by the arrangement. If, however, it should be held that this clause gave the policyholders the right to see that a certain fund was transferred for their benefit, then Wood ought to have taken proceedings in order to see that his interests were protected—as was done in *Kearns* v. *Leaf* (1 H. & M. 681).

But all he did was to send the protest. As to the effect of a mere protest unaccompanied by any act following it up, we may refer to *Re Harrison* (10 Beav. 57), and *Re Browne* (15 Beav. 61). The effect of the protest was that it prevented the payment of that premium from affecting any right he had at that time, but this could only apply to the interval which might elapse before he took the proper steps to assert his right. It cannot be said that he might go on paying the premiums for ten or fifteen years under a continuing protest. Suppose it were advantageous for him to claim against the Albert, could the Albert now turn round and say, "You paid us under protest, and therefore you have no claim against us." *Griffith's case* differs from ours, for there it was an integral part of the agreement that any policyholders, who should decline to accept substituted policies, should be entitled to keep on foot their existing policies by the payment of premiums to the Albert, and there was a trust fund set apart to meet the liability.

Lord CAIRNS.—This case has features of peculiarity which distinguish it from other cases which have come before me. The Western Society and the Albert were amalgamated on the 14th of July, 1865. There was a circular addressed to the policyholders in the Western dated the 14th of July, 1865. It is not necessary to read that circular at length; it is sufficient to say that it very fairly, as it seems to me, informed the policyholders of what had been done, invited and encouraged them to accept the Albert as their insurers for the future in place of the Western, and gave reasons with reference to the capital and business of the Albert—reasons which might induce the policyholders to take that step. Thereupon the first argument which has to be considered is, that in that state of things the policyholder had no choice, but that by virtue of the deed of settlement of his own company, to which his policy referred, he was bound without more by the arrangement, and obliged to rank against the Albert in place of against the company, in which up to that time he had been insured.

That depends on the construction of the 145th clause. It appears to me that that clause contemplates the dissolution of the company and the making of an arrangement which, if made according to the terms of the clause, would possibly bind the policyholders independently of any assent on their part. But the clause, as it seems to me contemplates as one term, upon which the liberation of the Western from the claims of the policyholders was made to depend, that the Western, the dissolving company, should not only pay and satisfy all claims immediately payable, but that with regard to claims not immediately payable, that is, current policies among others, they should cause to be transferred to the trustees of the insurance company, with which it was amalgamating, the funds which the two companies would consider sufficient, along with premiums payable in respect of the then existing policies, to enable the company with which it was amalgamating to fulfil the undertaking given by them to indemnify the Western against those claims.

Now it seems to me that if the Western takes its stand on this clause, and says that by virtue of it, without more, without any act or dissent on the part of the policyholders the amalgamation is binding on him, and he no longer has any claim against the Western, they must show that the clause has been literally fulfilled. And it appears to me that the clause contemplates that this fund, of which I have spoken, should be ear-marked and appropriated in some way when the amount should be ascertained, so that there might be added to it the premiums on the policies transferred, and so that the accruing premiums would together with it be sufficient to pay the policies, the liability of which was transferred. That is a rational arrangement, one such as we should expect; and without an arrangement of that kind nothing could be more unfair than that the policyholders should be handed over as regards their claims to another company of which they might know nothing. The essence therefore of the arrangement would depend on the fund being appropriated, and not mixed with the other assets of the Albert; for it is obvious that if not so appropriated all the ceremony gone through of ascertaining whether the fund was a sufficient fund or not would be of no avail, for the moment it became mixed in the Albert General Fund it might be all consumed in paying, not the claims of the Western creditors, but the claims of the Albert creditors. It is sufficient to say that that has not been done here, and therefore I arrive at the conclusion that the 145th clause has not been strictly pursued, and consequently the policyholder is not by force of that clause alone thrown on the Albert company.

Then I have to consider whether his own acts or conduct after the receipt of that circular have thrown him upon the

Albert and liberated the Western. I pass over all the correspondence anterior to the letter of the 16th December, 1865. But in the midst of this correspondence, and anterior to that date, while it was going on, and while certainly I am bound to say the officers of the Albert, to whom the letters were addressed on behalf of the policyholder, did not give the information which I think they might fairly have been expected to give—in the midst of this correspondence, and while the information which the policyholder was asking for was withheld, the time arrived for him to pay one of the premiums upon the policy which he held. He paid that premium, and he paid it accompanied with a protest, which seems to me to have been as clear and as distinct and as carefully prepared as anything I ever read. I only wish that upon occasions of these amalgamations the policyholders would adopt the course taken by this policyholder, and furnish the companies with whom they are dealing with, a notice as clear and as distinct as that with which Mr. Wood furnished the Western Society, by whom he had been insured. The protest is addressed to the Western Society as well as to the Albert, and I observe that the admissions admit that it was served on the Western. I will not read the protest through, but it requires those to whom it was addressed to furnish Mr. Wood with information on points which of course were of the most material character with reference to his interests. He required to be informed whether funds had been transferred to the Albert to meet the liabilities of the Western, what the amount of those funds was, and whether they would be sufficient to meet the liabilities. He required to be informed of the powers of both companies under their deeds to complete the amalgamation; he required it to be shown to him what his position would be if he accepted the liability of the Albert, and what funds he would then have belonging to the Albert for his security, and as incidental to that, what other claims there would be against those funds. And then his solicitors, speaking for him, went on to say, "And in the meantime, &c." [his Lordship read the protest].

Now, looking at this protest, at the time at which it was given—viz., at the time at which the premium was paid,—it appears to me that it was a course entirely proper for Mr. Wood to take, and perfectly open to him to take. It appears to me that under the contract for amalgamation between the Western and the Albert, the Western could not say that a payment of the premium to the Albert, if paid on the footing on which Mr. Wood avowedly proposed to pay it, was otherwise than a payment of the premium on the old policy, which would be binding upon and continue the obligation of the Western, because by the 3rd clause of the deed of amalgamation they had made over to the Albert the right to receive the premiums in respect of their existing policies. The Albert, therefore, was unquestionably the hand to receive the premium. The only question is *quo animo* it was paid, and *quo animo* it must be taken to have been received. Looking, then, at the protest, at its date—viz., the date of the payment of the premium—there could be no doubt as to what the intention of the party paying was; and according to the effect of that intention, clearly expressed, the company must receive the premium. That is a protest, which not only applies to the premium then paid, but to premiums afterwards to be paid, until the information which was called for were given.

The correspondence went on; and on the 16th December, the date I have referred to, there came a very important letter; notwithstanding the refusals to give the information required of what had taken place up to that time, on the 16th December, it would appear from the letter of Messrs. Kempson & Co., that Mr. Drew, acting for the united office, had stated that the united office were ready and willing to answer any questions which Messrs. Kempson & Co. in the name of the policy holder desired to address. Accordingly very pertinent and proper questions were addressed, the general character being the same as those inserted in the protest. Inquiries of this kind were addressed to Mr. Scratchley, and the letter concluded thus: "Be pleased to give the matter your earliest attention. On receipt of the information, we will arrange a meeting with yourself and Mr. Drew, as proposed by the latter." Mr. Drew answered that on the 1st January. Undoubtedly he did not give the information that was asked for, and as it seems to me, properly asked for; but he said, "By the deed of settlement these arrangements are left in the discretion of the board of directors, and the policyholders have no voice in the matter." I do not think that was right; that was not the true view of the case. On the 5th January, 1866, Messrs. Kempson & Co., expressed their surprise, that after Mr. Drew's statement that the united office was ready and willing to answer any inquiries addressed to them in the name of the policyholders, the letter of the 1st did not contain an answer. Then they repeat their desire for an answer on the 17th January, 1866, and the correspondence closes on the 18th January, 1866. Mr. Scratchley then says—"We are not able to recognise a right to further information on the part of policyholders, and you must excuse me therefore for declining to supply you with the figures you wish for." Now one cannot be otherwise than surprised at the tone of this letter. The writer does not appear to dispute the fact that Mr. Drew had made the statement, and yet he recedes from the promise Mr. Drew had made. In that state of things the matter is left. Premiums are paid in 1866, 1867, and 1868, and, I assume, in part of 1869.

It was said by Mr. Eddis that Mr. Wood did not do enough, that he ought not to have stopped here, that he ought to have taken proceedings, and Mr. Eddis contends that if the Albert had been a prosperous company, if in place of being wound up it had been solvent, and the other company had been insolvent, Mr. Wood might have come for ward and might have claimed to rank against the Albert, might have contended that he had abandoned the security of the Western and taken to that of the Albert. I am not prepared to say that the matter was not to some extent left ambiguous, when it broke off on the 18th January, 1866, because it certainly was open to Mr. Wood at that time either to maintain the attitude he had taken up on the 4th December previously, or to abandon that attitude and come in and rank against the Albert; he might have taken either course, he had not put it out of his power to take either course. But he had delivered the written protest to which I have referred, and which, as I have said, was expressed to be a protest, the force of which would continue until the information he asked for were given, or if the information he asked for was refused.

It appears to me that in that state of things the W estern having that protest delivered to them, and being informe d that the payment of premiums would be considered to be made on the footing of that protest, it was for them to clear up any ambiguity in the matter, if the matter did remain in an ambiguous state. It was for the Western to have come forward in that state of things, and to have said to Mr. Wood in some form of communication:—"You know what has been done between our two companies, you now know that the Albert consider that you are not entitled to the details of the information you ask for, and have refused to give it; you must now bring to a point the question you left in some sort of suspense by your protest of the 4th December last; we cannot allow you to continue paying these premiums on the footing of that protest; we cannot allow them to be received on the footing of that protest; they must, for the future, either be received as premiums payable to the Albert on the footing of your being insured in the Albert, or we must call upon you to bring the matter to an issue, if you insist that we still are liable." But the Western remained perfectly silent, and the Albert remained perfectly silent. In that state of things it appears to me that the balance is entirely in Mr. Wood's favour, and that he is entitled to say that the ambiguity (if any) not having been cleared up, he has rested and continued to rest on his protest of the 4th December, and that the payment of the subsequent premiums was made on the footing on which the payment of the premium of the 4th of December was made. His claim, therefore, is against the Western, and he must have the costs in the winding up of the steps he has taken to enforce the claim.

Solicitors, *Manning; Kempson & Co.*

COURTS OF BANKRUPTCY.

Lincoln's-Inn Fields.

(Before Mr. Registrar Pepys.)

June 30.—*Ex parte Banes, Re Mew, Robinson and Brereton.*

Although the Court of Bankruptcy has jurisdiction to restain proceedings in a foreclosure suit instituted against a trustee, it will not interfere unless special circumstances can be shown to justify such interference.

This was a motion by the trustee under the consolidated bankruptcies of Messrs. Mew, Robinson and Preston, for an order restraining the proceedings in a foreclosure suit.

The facts were shortly these:—Mew became bankrupt on the 12th of July, 1869, Beeston in August of the same year, and Robinson on the 9th of May, 1870. Mr. Banes who had been appointed assignee under the former bankruptcies was appointed trustee under the consolidated bankruptcies on the 11th of May, 1870, and Mew died in the same year. In November, 1870, Allen filed his bill for foreclosure against Banes and against J. Mew, the second mortgagee. Banes who ought to have answered on the 11th of December, obtained an extension of time and filed his answer on the 6th of January, and on the 28th of April, he made an application to this Court to restrain the proceedings.

De Gex, Q.C., and *Reed*, for the trustee.

Bagley, and *Edmund James*, for Allen.

The course of the arguments will sufficiently appear from the judgment of the Court.

The following cases were cited:—*Stone* v. *Thomas*, 18 W. R. 385, L. R. 5 Ch. 219; *Ex parte Wood, Re Taylor*, and *Rumboll*, 19 W. R. 601; *Ex parte England*, since reported upon appeal, 19 W. R. 914; *Martin* v. *Powning*, 17 W. R. 260, L. R. 4 Ch. 356; *Riches* v. *Owen*, 16 W. R. 1072, L. R. 3 Ch. 356; *Bell* v. *Bird*, 16 W. R. 1165; *Macdonald* v. *Purves, In re Beveridge*, 19 W. R. 717; *Re Anderson*, 18 W. R. 715.

Mr. Registrar Pepys.—In this matter I reserved my judgment, but the facts of the case lie in a small compass, and the reason of my reserving my judgment was not the difficulty of unravelling a complicated state of facts or of reconciling conflicting or contradictory statements, nor even of applying ascertained rules of law to novel or intricate questions, but the importance of the issue raised by the motion, which is neither more nor less than this, as has been broadly and boldly stated by the learned counsel in support of the motion—viz., that the object of the Act of 1869 was that "every proceeding between a trustee and a stranger must be carried on in this Court." I think the learned counsel, with a very wise discretion, took that position boldly and broadly, inasmuch as without establishing that position it would be impossible for him to succeed in this case; for there is nothing in the special facts of the case which justifies the interference of the Court, unless the proposition can be supported that in all cases "proceedings between the trustee and strangers must be carried on in this Court"—the object of the suit being to restrain an ordinary foreclosure suit begun by a mortgagee in the exercise of his undoubted rights. If I am to restrain that suit it must be simply upon the ground that every suit between the trustee and a stranger must be carried on in this Court. The importance of such a proposition as this might well cause me to hesitate before giving judicial expression to it. The facts of the case are sufficiently simple—[his Honour then stated them]. Several cases have been cited first to show that this Court has jurisdiction over the subject matter, as in the case of *Ex parte Anderson*. Secondly, that there is a concurrent jurisdiction with the Court of Chancery; and, thirdly, that it is expedient that this jurisdiction should be exercised. As to the two former propositions, there is no real difference of opinion on any side.

We all agree that, under *Ex parte Anderson*, the Court has jurisdiction, which is not contested on the other side. In that case I think the bankruptcy was originally under the Act of 1861, but this case has been amalgamated under the Bankruptcy Act, 1869; but even if that had not been so, I think the case of *Ex parte Anderson* clearly establishes that this Court has a right, in the proper exercise of its jurisdiction, to restrain proceedings in the Court of Chancery. Then there were other cases cited, to show that where it is more expedient that this jurisdiction should be exercised in this Court, the Court of Chancery will remit parties to this Court; whence it clearly follows, that should it be considered by this Court that any matter should be entertained by this Court, it has the power, and could exercise the power, of making parties come to this Court for the relief they sought. The important question, therefore, that remains to be decided is, whether, under the circumstances of this case, the Court ought to exercise that power, and two cases were cited, not having any special bearing on the question—viz., *Ex parte Taylor, In re Rumboll*, and *Ex parte Macdonald, Re Beveridge*. It appears to me that both these cases can be clearly distinguishable from the present one. There were parties seeking relief in this Court who were no parties to the suit in chancery. The Chief Judge was of opinion that all the matters at issue might be more conveniently disposed of in this Court, and it was manifestly inconvenient, as such rights and priorities had been decided here, that questions as to the same rights and priorities should be raised elsewhere. The Chief Judge, in the exercise of his undoubted discretion, restrained the chancery proceedings, and compelled all parties to submit to the jurisdiction of this Court. In *Beveridge's case* there was a petition for liquidation, filed July the 28th. The first meeting was held on August 8th the same year. The sale by the trustees took place on the 30th November. In January the bill of sale holder brought his action against the trustee under the liquidation, an injunction restraining the action having been granted by the county court judge, the Chief Judge confirmed the injunction, on the ground that it was far more expedient that the rights of the bill of sale holder should be ascertained in this Court. In that case the whole of the proceedings took place under a liquidation, and the trustee came in under the liquidation, and under that authority he sold, and it was in consequence of that sale that the bill of sale holder brought his action. I think that is quite a different and distinct case from the case of mortgagees in the exercise of their own rights of bringing their foreclosure suit in the Court of Chancery. But I do not feel that either or both of these cases necessarily carry out the proposition to the length suggested by the learned counsel that "every question between a trustee and a stranger must be determined in this Court," and in this particular instance he has failed to persuade me that I ought to exercise the power of the Court to restrain the proceedings in chancery. The mortgagee has an undoubted right to institute that suit, but the Court of Chancery has machinery especially adapted for ascertaining the rights of parties to such suit; that suit has already been proceeded with to a certain extent, and without going into the controversy as to whether, by setting the matter down as a "short cause" it might be disposed of in a week or two, it appears that no unreasonable or undue delay would arise from the prosecution of the suit being allowed to continue. My opinion is that I cannot indorse the proposition that every question between the trustee and stranger must be decided in this Court and that in this particular instance no ground has been shown for the interference of the Court and that this motion must therefore be dismissed with costs.

Solicitors for the trustee, *Stokes & Jupp*.

Solicitors for Mr. Allen, *Allen & Son*.

(Before Mr. Registrar Murray.)

July 19.—*Re Verner.*

50th Rule—Injunction—Notice of motion for—Service.

Mr. Cooke (solicitor), for the receiver, applied for an order to continue an interim injunction, granted a week since, restraining an action against the debtor.

Mr. Registrar Murray.—In this case it appears that the notice of the application to continue the injunction, has been sent by post to the oreditor. That is clearly insufficient.

Mr. Cooke.—According to the 14th rule, "all notices and other proceedings, for the delivery of which no special mode is prescribed, may be sent by prepaid post letter, to the last known address of the person to be served therewith." It is submitted that, as no rule prescribes a special mode for the service of these notices, services by post is sufficient.

Mr. Registrar Murray.—In this case regard must be had to the *cursus curiæ*. This is a proceeding under the 50th and following rules, and to what notice can the 52nd rule apply if it does not apply to a notice under the 50th rule? In chancery, service of notices of motion may be effected by delivery to the solicitor on the record, but in bankruptcy, as in this case, where there is no record, service of notices must be effected by delivery to the person "to be affected thereby." But apart from that, I cannot go behind the practice of the Court, which has been settled long ago. All I can do is, to extend the interim injunction for a period sufficiently long enough to enable the applicant to serve a notice of motion.

COUNTY COURTS.

Manchester.

(Before Mr. J. A. Russell, Q.C., Judge.)

July 7.—*Re Arthur Humphreys (solicitor.)*

The fees of counsel.

The debtor, in this case, Mr. Arthur Humphreys, is a solicitor of Manchester. Previously to his bankruptcy, he

had employed a London barrister, Mr. W. B. Coltman, to do his conveyancing. When Humphreys filed a petition for liquidation, Mr. Coltman produced a proof against the estate for work and labour.

Mr. Page, for the creditors' trustee, objected to the proof, on the ground that the £250 mentioned in the proof was for work and labour done for the debtor; and he further contended that the profession of a barrister being honorary, Mr. Coltman could not recover his fees. Mr. Jordan submitted that if this money had been received by the debtor for fees, Mr. Coltman could prove for the money had and received; and he believed that Mr. Humphreys' books would show that nearly all the money he cited had been received.

Mr. RUSSELL said the proof was one for work and labour done by a gentleman who was a barrister-at-law; and he must assume that such work and labour were performed by him in such capacity. He took the same view as Mr. Wood in the matter, and must reject the proof; but he was of opinion that if Mr. Coltman could prove that Mr. Humphreys had received the fees from those clients for whom the work was done, he might then tender a proof of money had and received, and he would decidedly receive it. The proof was accordingly not admitted; and Mr. Page said his objection to the admission of the proof was based on other grounds entirely.

APPOINTMENTS.

Mr. JAMES LENNOX HANNAY, barrister-at-law, of the Northern Circuit, has been appointed one of the magistrates of the metropolitan district, in succession to Mr. R. P. Tyrwhitt, magistrate of the Marlborough-street Police-court, who has resigned on account of ill health. The new magistrate is a son of the late John Hannay, Esq., of Inverness-terrace, London, by Eliza Kennedy, of Linclouden, Kirkcudbrightshire, his wife. He was born in 1826. He was educated at St. John's College, Cambridge, where he graduated B.A. in 1848. In June, 1852, he was called to the bar at the Inner Temple, and became a member of the Northern Circuit, attending also the West Riding and Leeds Borough Sessions.

Mr. LESLIE CREERY, solicitor, of Ashford, Kent, has been appointed Clerk to the magistrates for that district, in succession to Mr. Robert Furley, resigned. Mr. Creery was admitted in 1854, and has for some years been junior partner in the firm of "Furley, Hallett, & Creery." For some time past he has acted as deputy to Mr. Furley, in the office of magistrates' clerk.

GENERAL CORRESPONDENCE.

Y.—The Albert Arbitration cases to which you refer will be duly reported.

CERTIFICATES OF DEATH.

Sir,—A curious case came before the General Council of Medical Education and Registration at its recent sitting. The application was that, under the 29th section of the 21 & 22 Vict. c. 90, Mr. Kempster's name might be erased from the register on account of "infamous conduct in a professional respect." The charge against him was that he had "permitted one Wm. Goodson, an unqualified person, to practice under colour of his name and sign certificates of the death of persons whom he had not visited." Mr. Kempster contended that the fact of Mr. Goodson being his salaried assistant was a sufficient answer to the charge. The course of procedure in these cases was "Mr. Goodson has been in the habit of informing me of the particulars in each case before I have signed the certificate, and then I have left him to fill in the particulars. Several medical men stated in their evidence that it is the custom in the profession for a practitioner to give his assistant a number of certificates with his signature. These are to be afterwards filled up with the particulars by the assistant, and usually state that the deceased was last seen by his medical attendant on such a day, although he may never have been seen by the principal.

The Council unanimously acquitted Mr. Kempster of the charge. They afterwards passed the following resolution:—"That the facts which have come to the knowledge of the Council in the investigation of the case of Mr. Kempster have impressed the Council with the conviction that an amendment of the laws in force in regard to death registries is most urgently required, and that a copy of this resolution be forwarded to the Secretary of State for the Home Department."

Considering this resolution and some of the evidence that was given before the Council, I cannot but think that some misapprehension prevails as to the state of the law on the registration of deaths. The Registration Act (6 & 7 Will. 4, c. 86,) provides in section 18 that the registrar is "to learn and register the particulars required to be registered according to the forms" in the schedules. These particulars are—when died, name and surname, sex, age, rank or profession, cause of death, and signature, description, and residence of informant. And in section 25 it is provided that some person present at the death or in attendance during the last illness of every person dying in England, after the said 1st day of March, or in case of the death, illness, inability, or default of all such persons, the occupier of the house or tenement, or if the occupier be the person who shall have died, some inmate of the house or tenement in which such death shall have happened shall, within eight days next after the day of such death, give information, upon being requested so to do, to the said registrar, according to the best of his or her knowledge and belief, of the several particulars hereby required to be known and registered, touching the death of such person. And in section 28—That every person by whom the information contained in any register of birth or death under this Act shall have been given, shall sign his name, description, and place of abode in the register; and no register of birth or death according to this Act shall be given in evidence, which shall not be signed by some person professing to be the informant, and to be such party as is herein required to give such information to the registrar.

It is clear that this statute does not explicitly require the certificate of a medical man at all; the information may be given by a layman as well as by a qualified practitioner. Dr. Farr says:—"The last time the person deceased was seen by the medical attendant is also required to be inserted by the Registrar-General in the register, as well as the time of death. This has checked many improper certificates, which have been given at or after death without any previous knowledge of the case by the medical attendants." I do not know whether the registrar is entitled to require a certificate as to this. The power of requiring additional information besides that demanded by the statute, would scarcely seem to be given by section 50, which provides that the Registrar-General shall, by a certain time, "cause to fixed on the outside of the church-door, &c., notices specifying the several acts required to be done by persons who may be desirous of registering the death of any person under the provisions of this Act."

But whatever may be the law on the subject or whatever the powers of the Registrar-General, it is perfectly obvious that neither the law nor the Registrar-General can require a medical man to certify to what is false—to certify that he has seen what he has not seen. A certificate that the deceased was never seen by a medical man before death, would be perfectly sufficient; such a certificate is no reason for an inquest being held, and as for the registrar refusing in such a case to register the death, as was suggested by one of the witnesses, it seems pretty clear that there would be no justification for such a step. It would appear then that there is but little reason for altering the law, although perhaps it would be advisable, from deference to prevailing prejudices, that the Registrar-General's requisitions should be less strict and merely require the certificate to be signed by the medical practitioner or his assistant, and to state the last time the deceased was seen by one of the two. If there are any other statutes applicable to the subject, this being a subject of great public interest, it would be advantageous that the exact law on the subject should be made known.

Lincoln's-inn. LEX.

RE BAYSWATER TRAGEDY.

Sir,—Referring to this case, and the judge's remarks in summing up "that the prisoner had no right to arm herself with a deadly weapon even in a quarrel," surely a man, but especially a woman, in fear of a serious bodily injury, may, after having been threatened, resort to any weapon in self-defence where a quarrel or any other cause gives fair and reasonable grounds for apprehending an immediate attack.

If not, within what limits is self-defence justifiable? Perhaps you or some of your experienced readers will kindly favour with an opinion your constant reader,

A COUNTRY PRACTITIONER.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

July 14.—*The Army Regulation Bill.*—Adjourned debate on motion for second reading;—again adjourned.

July 17.—*The Army Regulation Bill.*—Adjourned debate on second reading. On a division, the Duke of Richmond's amendment not to read the Bill the second time until the Government have more fully stated their plans for reorganising the army, was carried by 155 to 130.

July 18.—*The Prevention of Crime Bill* passed through committee.

July 20.—*The Abolition of Army Purchase.*—Lord Granville stated that the Government had advised her Majesty to sign a Royal Warrant cancelling the regulation prices of Purchase. Their Lordships, in agreeing to the Duke of Richmond's amendment, had evidently been influenced by an unwillingness to agree to the Abolition of Purchase, but Purchase having now been abolished by constitutional means, and their Lordships being freed from any responsibility, he hoped they would proceed with the Army Regulation Bill at an early day. They might amend one of the clauses, so as to make it appear that the responsibility of Purchase abolition rested with the Government and the other House; he hoped they would take a calm and conciliatory view of the question in the interests of the officers concerned.—The Duke of Richmond said although Purchase had been abolished by Royal Warrant, the Government had brought in no scheme of Army Regulation, and therefore the position of affairs remained unaltered. Having been taken by surprise, he reserved free liberty of action when the Government proposed to proceed with a Bill containing the same provisions, (only omitting Purchase) which their Lordships had already condemned as insufficient.—Lord Granville said officers would have the same security for compensation.

HOUSE OF COMMONS.

July 14.—*Habitual Drunkards.*—On the motion of Mr. Dalrymple a select committee was appointed to consider the best method of dealing with habitual drunkards.

July 17.—*Men of the Law.*—Mr. G. Gregory asked the Attorney-General whether he considered that the Ordinance of 46 Edward 3, printed in the first volume of the statutes revised is an existing statute and operative as law; and, whether, if so, he was prepared to bring in a bill for the repeal of the same.—The Attorney-General replied that in his opinion no valid statute, properly so called, was ever passed excluding lawyers from the representation of counties. But to remove doubts, this ordinance would be included in the Statute Law Revision Bill now pending in the House of Lords.

The *Parliamentary and Municipal Elections* (*Ballot*) *Bill.* — Committee. — Clause 3 (Secret Voting). — Mr. Bentinck moved, but did not press to division, an amendment requiring a separate ballot paper for each candidate. After a long time spent in discussing the order in which the candidates shall be inscribed on the ballot paper, and various suggestions made, the alphabetical order enjoined in the bill was upheld by 71 to 16.—Mr. Leatham proposed, but did not press to division, that the voter shall scratch out the names of the candidates he does not vote for, instead of putting a mark opposite the names of those he favours.—Mr. M'Mahon carried by 89 to 55 a provision that in the square opposite each candidate's name there shall be a number corresponding to his alphabetical order; and, on Mr. Bentinck's suggestion, the third sub-section was left out, which requires that the balloting papers shall be kept in books.—A proposal by Sir H. Selwin-Ibbetson that the square opposite the candidate's names shall be printed in colours, was met by an objection on the part of Mr. Forster to sanctioning party colours by Act of Parliament, and rejected by 187 to 132.—Mr. Bentinck was defeated by 220 to 143 in an attempt to strike out the provision for a secret compartment in which the voter is to mark his paper; and after some further discussion on details the debate adjourned.

July 18.—The *Parliamentary and Municipal Elections* (*Ballot*) *Bill.*—Committee.—Clause 3 (Secret Voting).—The construction of the ballot-box was discussed at length, and a proposal by Mr. Bentinck that the form of the box should be approved by the candidates, was negatived by 94 to 43; and one by Mr. Beresford Hope that it should be specified in a schedule negatived by 106 to 46.—Subsection 8, regulating the mode in which the stamp to be imprinted on the ballot papers is to be provided, was discussed for several hours. Lord J. Manners took up an amendment abandoned by Mr. Stapleton, proposing that where a doubt was entertained of the identity of a voter he might be required to sign his name or make his mark, and that the penalties of forgery should attach to personation in this Act.—Mr. Forster opposed it on the ground that it might lead to delay, and that the penalties were too severe, and it was rejected by 175 to 114.—Debate adjourned.

July 19.—*Registration of Voters.*—Bill No. 1 was withdrawn and No. 2 was proceeded with in committee.—Mr. Rylands objected to the power proposed by clause 7 to be given to the registrar of altering the list of voters in his private office on the mere representation of parties. Such a power should only be exercised in open court and in presence of both parties.—Mr. H. James thought this one of most beneficial enactments in the bill.—The clause was retained by 74 to 47.—Clause 16 (appointment of registrar by town council) was objected to by Mr. Wharton, but carried by 114 to 53.—To clause 28 Mr. V. Harcourt obtained an amendment settled between himself and Mr. Bruce, that the revising-barrister should be able to impose costs of not less than five shillings or more than £2 for frivolous objections.—The penalty imposable by the revising barrister for neglect of duty was altered from £50 to £10 maximum.

July 20.—*The Abolition of Army Purchase.*—Mr. Gladstone said the late decision of the House of Lords on the Army Regulation Bill did not amount to a rejection of the Bill, but simply to a postponement of the second reading until certain information had been laid before them; and it was open to any Peer to move the second reading. By statute there could be no Purchase save what was permitted by the Queen's Regulations, but the intervention of the House would be required to find a pecuniary indemnity for the officers affected. The Government had advised her Majesty to cancel the warrant under which Purchase is legal. This advise her Majesty had been graciously pleased to accept and a new warrant had been framed.—Mr. Disraeli denounced this as a violent course if not an illegal one, while Lord Elcho styled it a *coup d'etat*—and a lengthy debate ensued.

The Parliamentry and Municipal Elections (*Ballot*) *Bill.*—The consideration of Clause 3 (Secret Voting) was resumed in committee, and after fresh discussions of details, a proposal by Mr. Lowther to permit illiterate voters to have their ballot papers filled up by the returning officer was rejected by 231 to 148.—Progress was then reported.

OBITUARY.

MR. C. P. ALLEN.

Mr. Charles Pettit Allen, solicitor, of Carlisle-street, Soho, and County Treasurer of Middlesex, expired on the 17th July, at the age of 77 years. Mr. Allen was certificated in 1819, and was formerly for some years Deputy Clerk of the Peace for the county of Middlesex. He had previously been solicitor to the county, in which office he was succeeded by his brother, Mr. John William Allen, who still occupies the post. He was appointed County Treasurer on the 17th of July 1836, so that he has filled the office for the exact period of 35 years. Altogether, he had been in the service of the Middlesex magistracy for nearly half a century. Besides the County Treasurership, the office of Clerk to the Visiting Justices of the Westminster House of Correction has also become vacant.

Mr. Samuel Greetham, solicitor, has resigned the office of clerk to the magistrates of the borough of Portsmouth, which he has held for a period of 35 years. The Town Council have resolved that his successor shall be paid by salary, instead of by fees. The question of having a stipendiary magistrate has also been discussed, though without any definite result.

COURT PAPERS.

COURT OF CHANCERY.

General Petition Day.—Vice-Chancellor Malins and Vice Chancellor Wickens, Friday, July 21; the Master of the Rolls and Vice-Chancellor Bacon, Saturday, July 22.

Last Seal.—Friday, July 28.

Last Day for taking in Stock Orders at the Accountant-General's.—Monday, August 7.

Last Day for Money Orders.—Wednesday, August 9.

To expedite the completion of money orders, the Master of the Rolls and the Vice-Chancellors will allow a limited number of unopposed petitions involving any dealings with stock or cash in the hands of the Accountant-General to be placed at the head of the paper on each day, during the interval between the General Petition Day and the Last Seal.

R. H. LEACH, Registrar.

COURT OF PROBATE AND DIVORCE.

The following notice has been issued:—

On Wednesday, the 2nd of August, and during the remainder of the week if necessary, the Judge Ordinary will hear undefended divorce causes without juries.

LEGAL EDUCATION.

The following petition of the Metropolitan and Provincial Law Association has been placed in the hands of Sir Roundell Palmer for presentation:—

"To the Honourable the Commons of the United Kingdom of Great Britain and Ireland in Parliament assembled.

The humble petition of the Metropolitan and Provincial Law Association.

Sheweth,—That it is desirable, in the interest of the legal profession and the public, to place the course of studies and the examinations preliminary to, and requisite for, the admission to the practice of the law in all its branches, under the management and responsibility of a General School of Law, to be incorporated in London, and that the passing of suitable examinations in such School of Law should be made indispensable to the admission of students to the practice of the bar or to practise as special pleaders, certificated conveyancers, attorneys, or solicitors, and that all the several branches of legal study should be open to all who may become students, without distinction or classification, leaving them to determine with which branch of the profession they will ultimately connect themselves.

That the passing of these examinations should not interfere with or lessen the necessity of such training in the practice of the respective branches of the profession as may be deemed necessary before students are admitted to either branch.

That in the constitution of the governing body of such School of Law no preponderance should be given to the bar or to attorneys and solicitors.

That the objects aforesaid cannot be fully accomplished without the aid and authority of Parliament.

Your petitioners therefore humbly pray your Honourable House that an Act may be passed enabling her Majesty, in the event of her being graciously pleased, by her Royal Charter, to incorporate a School of Law for the purposes aforesaid, to provide by such Charter for such of the objects aforesaid as cannot now be accomplished by the sole authority of her Majesty.

And your petitioners will ever pray, &c.

(Signed) LEWIS FRY, Chairman.
PHILIP RICKMAN, Secretary.

The following letter has been addressed by Lord St. Leonards to Sir Roundell Palmer:—

"Boyle Farm, July 14, 1871.

My dear Sir Roundell Palmer,—I have been considering the proposal to establish a Legal College, in which you take such a great interest. No one is more bound that I am to support such a foundation. I request you, therefore, to put down my name as a subscriber of 400 guineas; half to the foundation, and the other half to establish a prize for merit, in such manner as you and those who act with you may direct. Let me know when you will be ready to receive it.

Ever faithfully yours,
ST. LEONARDS."

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, July 21, 1871.

From the Official List of the actual business transacted.

3 per Cent. Consols, 93⅝	Annuities, April, '85
Ditto for Account, Aug. 3, 93⅝	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 93⅛	Ex Bills, £1000, — per Ct. 9 p m
New 3 per Cent., 93⅛	Ditto, £500, Do — 9 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 9 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 241
Do. 5 per Cent., Jan. '73	Ditto for Account,
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 209	Ind. Enf. Pr., 5 p C., Jan. '72 100
Ditto for Account	Ditto, 5½ per Cent., May, '79 108½
Ditto 5 per Cent., July, '80 111⅝	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do, 5 per Cent., Aug. '73 103
Ditto 4 per Cent., Oct. '88 10⅛	Do. Bonds, 4 per Ct., £1000 20 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000 20 p m
Ditto Enfaced Ppr., 4 per Cent. 94⅛	

MONEY MARKET AND CITY INTELLIGENCE.

Railways moved upwards during the first few days since our last report, and are now under a reaction. Metropolitan District, which moved rapidly upwards some time ago, and has since declined, is just at present exceptionally flat. The foreign market has been firm, and, on the whole, maintains prices steadily, though transactions just now are limited. The funds have a firm tone. It is noticeable that the Indian Railways have made a slight advance this week.

The prospectus of the Toiyabe Silver Mining Company Limited, has been issued. Capital £1,000,000 in shares of £5 each. The objects for which this company is established are:—The purchase of the property situate on Lander Hill, in Austin, Nevada, known as the Toiyabe Mines, with the machinery and all other the appurtenances, and for the erection of mills and other buildings thereon. To purchase any adjoining or neighbouring property which it may be thought desirable to acquire, and any machinery, plant, works, and conveniences.

The list of applications for shares in the General Tramways Company will be closed on the 24th instant, for London, and on the 25th instant, for the country.

The subscription list for the stock of the East and West Junction Railway closes on the 24th instant for London, and on the 25th instant for the country.

The prospectus of the Alexandra and Musswell Hill Estate Tontine, with certificates representing 850,000 guineas, is issued, entitling the holders, in proportion as they may possess a single certificate of one guinea or any larger number, to participate in the various objects of the institution, or to take their share of the entire property of the Palace and grounds of 498 acres, should they, fifteen years hence, be among the surviving holders. Each subscriber has several options as to the mode in which he may obtain a return for his investment, and be virtually guaranteed against loss.

The recordership of Pontefract, in Yorkshire, has become vacant by the appointment of Mr. J. L. Hannay to be a metropolitan police magistrate.

Mr. Robert Furley, solicitor of Ashford, in the county of Kent, has resigned the office of clerk to the justices of the Ashford division, which post he has occupied for the long period of forty years.

RETIREMENT OF MR. MEREWETHER, Q.C.—Mr. H. A. Merewether, Q.C., leader of the Parliamentary Bar, addressing a Committee of the House of Lords on July 18, said that was the last occasion upon which he should have the honour of addressing their Lordships, and expressed his deep sense of the uniform courtesy and kindness which he had received from members of their Lordships' House. Mr. Merewether was called to the Bar at the Inner Temple in June 1837, and was created a Queen's Counsel in 1853. He has been Recorder of Devizes since 1842, and is also Chairman of the Wilts sessions.

MR. R. P. TYRWHITT.—Mr. Robert Philip Tyrwhitt, barrister-at law, has resigned the office of magistrate on the metropolitan bench, to which he was appointed in 1847. Mr. Tyrwhitt is the eldest son of Richard Tyrwhitt, Esq., of Nantyr Hall, Recorder of Chester, by Elizabeth, daughter of the Rev. Jonathan Lepyeatt, M.A., rector of Great Hallingbury, Essex. He is, therefore, a nephew of Sir

Thomas Jones, Bart., who assumed the surname of Jones, in lieu of Tyrwhitt, on succeeding to the estates of his maternal cousin, Sir Thomas Jones, Knt., of the blood of Sir Thomas Jones, Chief Justice of the Court of Common Pleas in the time of James II. The first-named Sir Thomas Jones, was the grandfather of Sir Henry Tyrwhitt, the present baronet, whose wife (Lady Tyrwhitt) has recently succeeded to a peerage, as the Baroness Berners. Mr. R. P. Tyrwhitt, the retiring magistrate, was born on the 15th July, 1798, and has, therefore, just completed his seventy-third year. He was called to the bar at the Inner Temple in February, 1825, and from 1830 to 1837 he reported cases in the Exchequer and Exchequer Chamber, which are embodied in two volumes of Law Reports. In 1846 he published a work, entitled, "Summary of the Law of Modern Pleading." Previous to his appointment to the magistracy in 1847, he practised on the Oxford Circuit, and attended the Berkshire sessions. Mr. Tyrwhitt married, in 1824, Catherine Wigley, daughter of Henry St. John, Esq., and granddaughter of the Hon. St. Andrew St. John, some time Dean of Worcester, by which lady he had three sons, two of whom are clergymen.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

HEATHER—On July 17, at 47, Warwick-gardens, Kensington, W., the wife of James Heather, jun., Esq., of a son.

LUCAS—On July 13, at Midhurst, the wife of James Lucas, Esq., solicitor, of a daughter.

MARRIAGES.

MOORE—TALLENTS—On July 18, at Newark, Henry O'Hara Moore, Esq., of the Inner Temple, barrister-at-law, to Isabella, third daughter of Godfrey Tallents, Esq., of Newark, Notts.

DEATHS.

ALLEN—On July 17, Charles Pettitt Allen, Esq., of 27, Kensington-gate, and of 17, Carlisle-street, Soho-square, in the 78th year of his age.

LONDON GAZETTES.

Professional Partnerships Dissolved.

TUESDAY, July 18, 1871.

Ley, Wm. & Chas Scott, Carey-st, Lincoln's-inn, Attorneys and Solicitors. July 5.

Meyrick, W., Sydney Gedge, & Geo Loaden, Old Palace-yard, Westminster, Attorneys and Solicitors. June 15.

Winding-up of Joint Stock Companies.

FRIDAY, July 14, 1871.

UNLIMITED IN CHANCERY.

Durham County Penny Bank.—Vice Chancellor Bacon has, by an order dated July 6, appointed Mr. George Whittin, 8, Old Jewry, to be official liquidator.

European Assurance Society.—Petition for winding up, presented July 5, directed to be heard before Vice Chancellor Malins, on July 21. Tucker, St Swithin's-lane, solicitor for the petitioner.

LIMITED IN CHANCERY.

Continental Wine Company (Limited).—Vice Chancellor Malins has, by an order dated July 7, ordered that the above company be wound up by this court. Gole, Lime-st, solicitors for the petitioners.

Co-operative Supply Association (Limited).—Petition for winding up, presented July 5, directed to be heard before the Master of the Rolls on July 22. Harris, Chancery-lane, solicitor for the petitioners.

Pen'allt Silver Lead Mining Company (Limited).—Petition for winding up, presented July 12, directed to be heard before the Master of the Rolls on July 22. Davis, Harp-lane, Gt Tower-st, solicitor for the petitioner.

Queirada Land, Railway, and Mining Company (Limited).—Petition for winding up, presented July 13, directed to be heard before the Master of the Rolls on July 22. Collette & Collette, Lincoln's-inn-fields, solicitors for the petitioners.

TUESDAY, July 18, 1871.

UNLIMITED IN CHANCERY.

Beulah Park Estate.—Creditors are required, on or before Sept 1, to send their names and addresses, and the full particulars of their debts or claims to Fredk James Sargood, Philip-lane, London-wall. Monday, Nov 6 at 12, is appointed for hearing and adjudicating upon the debts or claims.

LIMITED IN CHANCERY.

City Terminus Hotel Company (Limited).—Vice Chancellor Malins has, by an order dated July 7, ordered that the voluntary winding up of the above company be continued. Toogood, Parliament-st, solicitor for the petitioner.

Phœnix Silver Lead and Blende Mining Company (Limited).—Petition for winding up, presented July 13, directed to be heard before the Master of the Rolls on July 29. Ashurst & Co, Old Jewry, solicitors for the petitioners.

Shanklin Esplanade and Villa Company (Limited).—The Master of the Rolls has fixed July 27 at 1.30, at his chambers, for the appointment of an official liquidator.

Titanic Steel and Iron Company (Limited).—Vice Chancellor Wickens has, by an order dated July 11, ordered that the voluntary winding up of the above company be continued, but subject to the supervision of the court. Waterhouse & Winterbotham, Carey-st, Lincoln's-inn, solicitor for the petitioner.

Friendly Societies Dissolved.

FRIDAY, July 14, 1871.

St Simon Zelotes Sick and Benefit Society, Schoolroom, St Simon Zelotes, Bethnall Green. July 10.

TUESDAY, July 18, 1871.

Chaddesley Corbett Friendly Society, Talbot Inn Chaddesley Corbett, Worcester. July 15.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, July 14, 1871.

Burf, Thos Wm, Homburg, Prussia, Esq. Oct 2. Kendall v Burt, V.C. Bacon. Crafter, Blackfriars-rd

Crossby, John, Sunderland, Durham, Wine Merchant. Aug 4. Crossby v Crossby, M.R. Kidson, Sunderland

James, Fras, Blaenavon, Monmouth, Farmer. Oct 28. Bennett v Edwards, V.C. Malins. Edwards, Pontypool

Jones, Wm, Willow-st, Westminster, Gent. July 31. Richards v Roberts, M.R. Underwood, Holles-st, Cavendish-sq

Lee, Thos, King-Edward's-rd, Hackney, Gent. Lee v Monk, M.R. Turner & Son, Leadenhall-st

Ricardo, Alexander Louis, Elizabeth-st, Eaton-sq, Aug 20. Inglis v Hill, M.R. Wilde & Co, College-hill

TUESDAY, July 18, 1871.

Black, Stanley Olivant, Shrewsbury, Salop, Esq. July 26. Waters v Black. V.C. Bacon. Palin, Shrewsbury

Case, John, Sledbank, Whickam, Cumberland, Yeoman. Aug 10. Walker v Brockbank, M.R. Myers, Broughton-in-Furness

Gow, David, Tavistock Hotel, Covent-gdn. Aug 31. Harper v Kemp, V.C. Malins. Watney jun, London-st, Fenchurch-st

Herne, Thos, Cardiff, Glamorgan. Oct 2. Wilcox v Herne, V.C. Bacon. Spencer, Cardiff

Peachey, Richd, Westerham, Kent, Pawnbroker. Sept 21. Watkins v Weston, V.C. Wickens. Crook, Fenchurch-st

Whieldon, Katherine Mary. Wyke Hall, nr Gillingham, Dorset. Sept 1. Rickards v Whieldon. V.C. Wickens. Walker, Lincoln's-inn-fields

Creditors under 22 & 23 Vict cap. 35.

Last Day of Claim.

FRIDAY, July 14, 1871.

Austin, Wm, Pool, York, Gent. Sept 14. Barr & Co, Leeds

Blair, Helena Anderson, St Cross, nr Winchester. Aug 21. Green & Moberly, Southampton

Bromley, John, Prescott, Salop, Gent. Sept 1. How, Shrewsbury

Brook, Wm, Stratford-on-Avon, Warwick, Gent. Aug 10. Brook & Chapman, Abchurch-yd

Caulfield, Hy, Badulla, Ceylon. Aug 31. Crosse, Bell-yd, Doctors'-commons

Collis, Wm, Brighton, Sussex, Cowkeeper. Aug 29. Hillman, Lewes

Day, Eleanor Johnson, Edgehill, Lpool, Spinster. Aug 12. Wright & Co, Lpool

Ellyett, Ann, Ryde, Isle of Wight. Widow. Sept 9. White, Ryde

Evanson, John, Liscard, Chester, Gent. Sept 1. Hill, Lpool

Farhill, Edwd, Boulogne-sur-Mer, Esq. Aug 15. Farrer & Co, Lincoln's-inn-fields

Farwell, Fredk Cooper, Tettenhall, Stafford, Solicitor. Sept 1. Farwell, Wolverhampton

Harris, David, St Clears, Carmarthen, Merchant. Aug 10. Green

Hely, Fredk Geo, Bayswater, Esq. Sept 1. Huntley, Tooley-st, Southwark

Hirst, Benj, Leeds, Chemist. Sept 11. Ford & Co, Leeds

Jarvis, Charles, Elm Tree-rd, St John's-wood, Gent. Aug 10. Lucas & Coe, Argyll-st, Regent-st

Jones, Hannah, Manch, Widow. Aug 31. Wilkinson, Manch

Jordan, Mary Benson Sice, Dawlish, Devon, Widow. July 31. Sice & Co, Parish-st, Southwark

Keen, Fras, Hove, Sussex, Victualler. Sept 7. Penfold & Sons, Brighton

Nevett, Wm, Lpool, Esq. Aug 23. Simpson & North, Lpool

Paine, Leeds, Chartham, Kent, Esq. Aug 17. Callaway & Furley, Canterbury

Schacht, Adolphe, Cheltenham, Gloucester. Aug 22. Tebbs & Sons, Gt Knightrider-st

Stobbart, Wm, Eastbourne, Darlington, Durham, Gent. Sept 1. Waistell, Northallerton

Storey, Geo, Seymour-pl, Bryanston-sq, Trimming Seller. Nov 1. Woolf, King-st, Cheapside

Tasker, John, Boston, Lincoln, Blacksmith. Aug 2. Staniland & Wigelsworth, Boston

Tungay, Wm, South Lambeth-rd, Licensed Victualler. Aug 14. Bilton, Coleman-st

Whiteley, Wm, Liversedge, York, Gent. Aug 30. Sykes, Heckmondwike

Williams, Wm, Michaelstone Lower, Glamorgan, Overman. Aug 14. Tennant, Aberavon

Woolf, Benj, Clifton-gdns, Maida-hill, Gent. Nov 1. Woolf, King-st, Cheapside

Willement, Thos, Faversham, Kent, Esq. Aug 12. Graham, Mitre-ct-chambers, Temple

TUESDAY, July 18, 1871.

Ainsworth, John Lees, Boderw, St Asaph, Flint, Esq. Aug 24. Jones, Denbigh

Barlow, Wm, Blackley, Manch, Farmer. Aug 26. Brookes, Manch

Bradford, Robt, Franks, Kent, Merchant. Sept 20. Freshfields, Bank-bldgs

Brightman, John, Brighton, Sussex, Gent. Aug 16. Roberts & Simpson Moorgate-st

Brown, Thos, Coventry, Commission Agent. Aug 14. Browett, Coventry

Burge, Wigginton, Bristol, Confectioner. Sept 29. Gwynn & Westhorp, Bristol
Clarke, Mary, Downton, Wilts, Widow. Aug 31. Townsend & Co, Princes-st, Storey's-gate, Westminster
Collings, Benj, Bristol, Gent. Sept 14. Sherrard, Bristol
Dean, Hy, Stratford, Essex, Auctioneer. Sept 30. Bastard, Brabant-ct, Philpot-lane
Goodwin, Geo, Newport, Monmouth, Provision Merchant, Aug 30. Pain
Gregory, Clarissa, Upper Clapton, Spinster. Aug 14, Randall & Son, Tokenhouse-yd
Hammond, Munden, Cartlebar-rd, Ealing. Aug 31. Phillips & Pearce Abchurch-yd
Hobson, John, sen, West Retford, Notts, Retired Malster. Sept 1. Stephenson, Gt Grimsby
Hopton, Mary Ann, Fitzwilliam-rd, Clapham. Aug 16. Hewitt, Nicholas-lane, Lombard-st
Moorhouse, Thomas Matson, Bow-lane, Embroidery Importer. Aug 20. Taylor, Old Jewry-chambers
Nash, Sarah, Halstead, Essex, Widow. Aug 1. Arden, Halstead
Newton, Matthew, South Stockton, York. Aug 1. Dodds & Trotter, Stockton-on-Tees
Tempest, Saml, Ashborne, Derby, Innkeeper. Aug 28. Bamford, Ashborne
Wall, Rev Martin Sanders, Torquay, Devon. Aug 20. Webb & Co, Argyll-st Regent-st
Weller, Spencer Davis, Ewhurst, Sussex, Esq. Oct 31. Martin, Battle

Bankrupts.

FRIDAY, July 14, 1871.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Beattie, John, & James Beattie, Gt Winchester-st-bldgs, East India Merchants. Pet July 6. Spring-Rice. July 26 at 11
Campbell, Jas David Leighton, Chippenham-rd, Harrow-rd, Major. Pet, July 8. Roche. July 28 at 12
Harden, Chas, Camberwell New-rd, no occupation. Pet July 11. Murray. Aug 1 at 11
Till, Wm, Downshire-hill, Hampstead, Builder. Pet July 8. Roche. July 26 at 1

To Surrender in the Country.

Boulton, John, Wykeham, York, Farmer. Pet July 11. Woodall. Scarborough, Aug 1 at 2
Collier, Wm, Carbrook, Sheffield, Beer Retailer. Pet July 6. Wake. Sheffield, July 26 at 1
Couch, Geo, Canterbury, Kent, Riding Master 19th Reg Hussars. Pet June 26. Callaway. Canterbury, July 27 at 2
Davies, Thos, Portmadoc, Carnarvon, Innkeeper. Pet July 11. Jones. Bangor, July 26 at 1
Jones, Hy, Ystrad, Glamorgan, Ironmonger. Pet July 12. Spickett. Pontypridd, July 26 at 12
Kean, Walter Thos, Lpool, Tailor. Pet July 10. Hime. Lpool, July 31 at 2
Moffat, Geo, Peterborough, Northampton, Draper. Pet July 8. Gaches. Peterborough, July 29 at 11
Robins, Chas Edwd, Bristol, Boot Manufacturer. Pet July 8. Harley. Bristol, July 27 at 1.
Rutherford, Wm, Seghill, Northumberland, Publican. Pet July 11. Mortimer. Newcastle, July 25 at 11.30
Saunders, Wm Hy, Isleworth, Middx, Builder. Pet July 11. Ruston. Brentford, July 29 at 10
Stevenson, Wm Hy Penwortham, Lancashire, Mechanic. Pet July 11. Myres. Preston, July 26 at 11.
Thompson, Jonah, Lower Broughton, Lancashire, Brickmaker. Pet July 11. Hulton. Salford, July 26 at 11
Westby, Bernard H., Chatham, Kent, Capt H.M.'s 16th Reg. Pet July 10. Acworth. Rochester, July 31 at 2
Wilson, Andrew, Lewisham, Kent, Gent. Pet July 10. Farnfield. Greenwich, July 31 at 2
Wilson, Jas, Bradford, York, Tea Dealer. Pet July 11. Robinson. Bradford, July 28 at 9.30

TUESDAY, July 18, 1871.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Sheffield, Hy, Rood-lane, Merchant. Pet July 12. Hazlitt. Aug 4 at 12
Gower, Wm Bleckly, & Chas Arnold Bleckly, late of Little Bush-lane Cannon-st, Merchants. Pet July 8. Roche. July 25 at 1

To Surrender in the Country.

English, Fredk, Charlton Kings, Gloucester, Major-General. Pet July 13. Gale. Cheltenham, July 31 at 12
Haughton, Thos, Dukinfield, Cheshire, Draper. Pet July 13. Hall. Ashton-under-Lyne, Aug 3 at 11
Israel, Abraham Saml, Cheetham, Lancashire, no occupation. Pet July 13. Hulton. Salford, Aug 2 at 11
Love, Alice, Lyncombe, Somerset, Widow. Pet July 15. Smith. Bath, July 31 at 11
Nicholas, Richd, Bridgnorth, Salop, Painter. Pet July 12. Potts. Madeley. Aug 2 at 2
Packard, John Richd, Eye, Suffolk, Gent. Pet July 15. Pretyman. Ipswich, July 29 at 12
Towndrow, David, Manch, Woollen Merchant. Pet July 13. Kay. Manch, Aug 4 at 9.30
Wilmers, Chas Leon, Willoughby-pk-rd, Tottenham. Pet July 13. Pulley. Edmonton, Aug 3 at 3

BANKRUPTCIES ANNULLED.

FRIDAY, July 14, 1871.

Elliott, Edwd Eden, Victoria-rd, South Kensington, no occupation. July 11
Wild, Alfd, Providence-row, Shepherd's Bush, Carpenter. July 1

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, July 14, 1871.

Alisah, Alex, Belgrave st, Argyle sq, no occupation. July 26 at 12, at offices of Birchall & Rogers, Southampton bldgs, Chancery lane. Harrison, Furnival's inn
Allsop, Thos Edwd, Fulham rd, Brompton, Window Blind Manufacturers. Aug 1 at 2, at offices of Wyatt, Bedford row
Ambrose, Hy, Lpool, Baker. July 26 at 3, at offices of Carmichael, Cambridge chambers, Lord st, Lpool
Atkins, Benj, Chasetown, Stafford, Grocer. July 28 at 12, at offices of Duignan & Co, The Bridge, Walsall Dale, Walsall
Barras, Wm Joseph, Fredk Arthur Barras, & Hy Rogers Fawcett, Huddersfield, Yarn Spinners. July 28 at 11, at offices of Sykes, Market walk, Huddersfield
Beeching, Fras & Hy Beeching, Balcombe, Sussex, Grocers. July 25 at 1, at the Terminus Hotel, London bridge. Waugh, Cuckfield
Brackenbury, Thos, Cockermouth, Cumberland, Shoemaker. July 28 at 11, at offices of Wicks, Castlegate, Cockermouth
Brinkworth, Joseph, Hotwells, Bristol, Ship Builder. July 24 at 12, at offices of Cross & Co, Small st ct, Bristol. Benson & Elletson, Bristol
Burchell, Harry, Hastings, Sussex, Statuary Mason. July 27 at 2, at the Guildhall Coffee house, Gresham st
Carrington, Wm Dowman, Upper North st, Poplar, Licensed Victualler. Aug 2 at 12, at offices of Brett & Co, Leadenhall st. Glynes & Son, Leadenhall st
Clunson, Thos, Shrewsbury, Salop, Tailor. July 27 at 11, at the Britannia Hotel, Mardol, Shrewsbury. Morris, Shrewsbury
Cohen, Lewis Coleman, Birm, Merchant. July 21 at 12, at offices of Griffin, Bennett's hill, Birm
Cooper, Wm, Bradford, York, Joiner. July 26 at 11, at offices of Terry & Robinson, Market st, Bradford
Crofts, John, Perry Barr, Stafford, Manager of Gun works. July 24 at 12, at office of Kennedy, Bennett's hill, Birm
Dignam, Thos, Cole hill lodge, Fulham, no trade. July 25 at 3, at offices of Venn, New inn, Strand
Dobson, Christopher, Leeds, Sawyer. July 27 at 11, at offices of Pullan, Bank chambers, Park row, Leeds
Dunn, John, Slough, Bucks, Builder. Aug 1 at 11, at the Crown inn, Slough, Charsley, Langley
Eardley, Thos, Caellenna, Bangor, Carnarvon, Grocer. July 27 at 2, at offices of Foulkes, York pl, Bangor
Evans, Richd Chas, Ebbwyale, Monmouth, Saddler. Aug 1 at 2, at offices of Jones, Frogmore st, Abergavenny
Evans, Wm Glyn, Chester, Grocer. July 27 at 1, at the Canton Hotel, Temple ct, Lpool. Hostage & Co, Chester
Fleet, Jas, Malpas, Chester, Boot Manufacturer. July 28 at 12, at offices of Bridgman & Co, Chester
Foster, Cephas, Brighton, Sussex, Coal Factor. July 28 at 1, at offices of Eady & Champions, Gt Winchester st bldgs
Fox, Wm, Atherstone, Warwick, Builder. July 28 at 3, at offices of Rowlands, Ann st, Birm
Glass, Christiana Tyler, Toxteth pk, Lpool, Stationer. July 28 at 11, at office of Brabner, North John st, Lpool
Gleaves, Wm, Bursiem, Stafford, Beerseller. July 25 at 3, at offices of Tomkinson, Hanover st, Bursiem
Gosling, Edwin, Stockport, Chester, Cabinet Maker. Aug 3 at 2, at offices of Brown, Market pl, Stockport
Halket, Mary, Newcastle-upon-Tyne, Spike Manufacturer. July 26 at 12, at office of Ingledew & Daggett, Dean st, Newcastle-upon-Tyne
Hammond, Geo, Bromley, Kent, Plumber. July 26 at 3, at offices of Marshall, Lincoln's inn fields
Harvey, Edwin Welch, Derby, Joiner. July 25 at 2, at offices of Leech, Full st, Derby
Hawksley, John, Sheffield, Butcher. July 26 at 2, at offices of Parkin, Sheffield
Healing, Saml Thos, Steward st, Bishopsgate, Plumber. Aug 8 at 2, at office of Nind, Basinghall st
Hensworth, Hy Wm, Stratford pl, Oxford st, Esquire. July 28 at 1, at office of Morley & Shirreff, Mark lane
Hills, Thos, Ryde, Isle of Wight, Grocer. July 27 at 12, at the Crown Hotel, Ryde
Hobson, Thos Borrowes, Goadby, Leicester, Farmer. July 28 at 1, at offices of Owston, Friar lane, Leicester
Holt, Jas, Bolton, Lancashire, Wheelwright. July 26 at 2, at office of Ryley, Mawdsley st, Bolton
Ingram, John, Benj, Chester, Cabinet Maker. July 28 at 2.30, at office of Bridgman & Co, Newgate st, Chester
Jenkins, Thos, Thatcham, Berks, Blacksmith. July 24 at 11, at offices of Cave, Newbury
Jenks, Geo Saml, Arundel pl, Coventry st, Haymarket, Licensed Victualler. July 27 at 2, at offices of Blachford & Riches, Gt Swan alley, Moorgate st
Judd, Fredk Wm, Old Kent rd, out of business. July 28 at 2, at office of Carter & Ball, Leadenhall st
Leslie, Hy Temple, Clifton, Bristol, Professor of Music. July 26 at 12, at offices of Hancock & Co, John st, Bristol. Press & Inskip, Bristol
Letford, Edwd, Mornington st, Camden town, Grocer. July 27 at 12, at offices of Reed & Lovell, Guildhall chambers, Basinghall st
Livesley, Wm, Hanley, Stafford, Earthenware Manufacturer. July 26 at 3, at offices of Challinor, Cheapside, Hanley. Litchfield, Newcastle
Llewellyn, Geo, Dinas, Glamorgan, Butcher. July 29 at 1, at offices of Simons & Plews, Church st, Merthyr Tydfil
Lloyd, Wm, Bromsgrove, Worcester, Butcher. July 28 at 10.30, at offices of Wall, Union chambers, Stourbridge
Marten, Wm, West st, Harrow green, Leytonstone, Painter. July 28 at 12, at offices of Geaussent, New Broad st
McIntosh, John, Neath, Glamorgan, Travelling Draper. July 25 at 2, at offices of Barnard & Co, Temple st, Swansea
Menheu, John Joseph, Kilburn Park rd, Mercantile Clerk. July 22 at 1, at office of Moss, Winchester house, Old Broad st
Merriman, Wm, Willington, Derby, Cattle Dealer. Aug 2 at 3, at offices of Briggs, Full st, Derby
Morgan, Geo, Squires st, Bethnal green, Weaver. July 25 at 12, at offices of Barton & Drew, Fore st

Oldenbourg, Ernest, Ancoats, Manch, Oil Merchant. Aug 3 at 3, at offices of Burton, King st, Manch
Pike, Alf, Robt, Judd st, Euston rd, Ironmonger. July 25 at 3, at offices of Kendrick & Massey, Gresham st. Catherall, Canonbury st, Islington
Pike, Jas, Reading, Berks, Accountant. July 27 at 11, at 14 King st, Reading. Beale, Reading
Pitts, Wm, New Sleaford, Lincoln, Cabinet Maker. July 25 at 1, at offices of Dyer, Church yd, Boston
Preston, John Wilkinson & Wm Nunwick, York, Builders. Aug 1 at 3, at office of Watson & Dickons, Market st, Bradford
Price, Strother, Seven Sisters rd, Holloway, Glass Merchant. July 27 at 2, at the Masons' hall Tavern, Masons' avenue, Basinghall st. Watson
Prince, Philip, Masons' avenue, Coleman st, Tailor. July 28 at 12, at the Guildhall Coffee house, Gresham st. Weightman, Guildhall chambers, Basinghall st
Ramsden, Fredk, Clough, Linthwaite, York, Grocer. July 26 at 3, at offices of Craven & Sunderland, King st, Huddersfield
Short, Jas, Plymouth, Devon, Turner. July 28 at 11, at office of Edmonds & Son, Parade, Plymouth
Smith, Fredk, Broadway, Westminster, Oilman. July 24 at 2, at Anderton's Hotel, Fleet st. Merriman & Co, Queen st, City
Squier, Richd Cowley, Manch, Musical Instrument Dealer. July 26 at 11, at the Inns of Court Hotel, Holborn. Orton, Manch
Stansfield, Grace, Todmorden, York, Ironfounder. July 28 at 3.30, at the Clarence Hotel, Spring gardens, Manch. Eastwood, Todmorden
Stubbs, Fredk, Whitechapel rd, Licensed Victualler. Aug 7 at 2, at office of Nash & Co, Suffolk lane, Cannon st
Swann, David, Ashton-under-Lyne, Lancashire, Tailor. July 31 at 3, at office of Royle, St Ann's st, Manch. Duckworth
Swann, Wm, Old Compton st, Soho, Haberdasher. July 25 at 12, at 145 Cheapside. Downes, Cheapside
Thirsk, Wm, Beverley, York, Cake Merchant. July 19 at 11, at offices of Shepherd & Co, Lairgate, Beverley
Tomlin, Hy, Manch, Machinist. July 27 at 2, at offices of Hulton & Lister, Salford
Watson, John, Oldbury, Worcester, Gas Fitter. July 26 at 11, at offices of Shakespeare, Church st, Oldbury
Wehner, Augustus, Lime st, Merchant. Aug 7 at 12, at the Guildhall Coffee House, Gresham st. Crump
Whatman, Chas Richd Raigersfeld, Stansted, Kent, Gent. July 28 at 11, at office of Pullen, Southampton bldgs, Chancery lane
Whitaker, Wm, Shipley, York, Tinner. July 27 at 10, at the Queen's Hotel, Wellington st, Leeds. Hargreaves, Bradford
Willoughby, Digby de Rontannay, Gt Winchester st bldgs, Gent. July 28 at 2, at office of Syms, Furnival's inn
Woods, Thos Sherard, Lincoln, Comm Agent. Aug 5 at 11, at office of Page, Silver st, Lincoln

TUESDAY, July 18, 1871.

Ainsworth, Jas, sen, & Jas Ainsworth, jun, Blackburn, Lancashire, Auctioneers. July 27 at 11, at the St Leger Inn, Blackburn. Pickop, Blackburn
Ainsworth, Wm, Morley, York, Stonemason. Aug 1 at 4, at the Golden Lion Hotel, Briggate, Leeds. Scratcherd, Morley
Arnold, Wm Dyer, Bath, Somerset, Wine Merchant's Assistant. Aug 1 at 1, at the Castle Hotel, Northgate st, Bath. Beaven, Bradford-on-Avon
Baker, Mary, Newcastle-under-Lyne, Stafford, Grocer. July 26 at 11, at 18, Cheapside, Hanley. Tennant.
Baker, Mary Ann Canning, Hertford, Farrier. July 28 at 11.30, at office of Longmore & Co, Hertford
Bennett, Thos, Potter's Bar, Middx, Builder. Aug 1 at 2, at offices of Blachford & Riches, Gt Swan alley, Moorgate st
Bliby, John, Bishops Stortford, Hertford, Draper. July 28 at 12, at offices of Haigh, King st, Cheapside
Boon, Benj, Manch, File Manufacturer. July 31 at 3, at offices of Cobbett & Co, Brown st, Manch
Brine, Jas, Swansea, Glamorgan, out of business. July 31 at 3, at offices of Clifton & Woodward, Wind st, Swansea
Coventry, Wm, jun, Neston, Chester, Painter. July 31 at 2, at offices of Downham, Market st, Birkenhead
Crawford, Geo, Stretford, Lancashire, Boot Dealer. July 31 at 3, at offices of Booth, Brazennose st, Manch
Cross, Wm Coleman, Borough High st, Linen Draper. Aug 1 at 12, at offices of Heath, Basinghall st
Dobb, Jane, Kenwyn, Cornwall, Hotel Keeper. July 29 at 11, at offices of Cook, Coombs lane, Truro
Featherstone, Walt, Upper Teddington, Middx, Decorator. July 26 at 3, at offices of Ashurst & Co. Walter, Kingston-upon-Thames
Fellows, Wm, Swansea, Glamorgan, Bookseller. July 27 at 3, at offices of Barnard & Co, Lothbury. Strick & Bellingham, Swansea
Foote, Wm, Manch, Ironmonger. Aug 2 at 3, at offices of Nicholson & Milne, Norfolk st, Manch
Gadsby, Decimus, Edingale, Stafford, Farmer. Aug 3 at 11, at office of Wilson, Guild st, Burton-on-Trent
Gale, Jas Morris, Bath, Baker. July 28 at 12, at office of Wilton, Old King st, Bath
Gascoine, Geo, Lpool, Ironmonger. July 28 at 1, at offices of Saunders & Bradbury, Cherry st, Birm. Hawkins, Lpool
Goodburn, Robt, Over Darwen, Lancashire, Joiner. July 27 at 3, at the George inn, Bolton rd, Over Darwen. Ramwell & Co, Manch
Harrison, Joseph, Hastings, Sussex, Fly Proprietor. Aug 5 at 3, at 3 Norman rd, East, St. Leonards-on-Sea
Hayward, Isaac Gammon, Deal, Kent, Boatbuilder. July 29 at noon, at the Royal Exchange Hotel, Deal. Drew, Deal
Hodgetts, John Wm, Balsall heath, Worcester, Agent. July 28 at 10, at office of Eaden, Bennett's hill, Birm
Holdforth, Stephen, Ilkley, York, Gent. July 31 at 12, at offices of Bond & Barwick, Albion-pl, Leeds.
Holland, Wm, Grinshill, Salop, Stone Merchant. Aug 4 at 12, at the George Hotel, Shrewsbury. Craig, Shrewsbury
Houlgrave, Fras, Garston, Lancashire, Joiner, Aug 1 at 3, at offices of Cobb & Sowton, Dale st, Lpool
Keely, Harold, Boscastle, Cornwall, Gent. Aug 9 at 12, at the Wellington Hotel, Boscastle. Hodge & Co, Truro
Joyce, Chas, Moredon, Wilts, Builder. July 27 at 12, at offices of Kinneir & Tombs, High st, Swindon
Kersey, Wm, Blackfriars rd, Refreshment house Keeper. July 31 at 2 at offices of Pittman, Stamford st
Law, Wm, Horsforth, York, Quarryman. July 31 at 3, at offices of Granger, Seven Bank st, Leeds
Lewis, Wm, Swansea, Glamorgan, Licensed Victualler. July 26 at 11, at office of Morris, Rutland st, Swansea
Littlewood, Joseph Leonard, Lincoln, Fruiterer. July 29 at 12, at offices of Harrison, Bank st, Lincoln
Newton, Thos, Bootle, nr Lpool, Grocer. July 28 at 3, at office of Nordon, Cook st, Lpool
Normington, John, Leeds, Cabinet Maker. Aug 2 at 2, at office of Rider, Park row, Leeds
Preston, Fras, Manch, Engineer. July 31 at 3, at offices of Fox, Ann st, Manch
Price, Fredk Thos, Bradford-on-Avon, Wilts, Hairdresser. July 31 at 2, at offices of Pocock & Son, Union st, Bath. Shrapnell, Bradford
Reeves, Jas, Blackpool, Lancashire, Fishmonger. Aug 3 at 3, at offices of Jones, Princess st, Manch
Rideal, Saml, St Helen's Lancashire, Licensed Victualler. Aug 1 at 3, at offices of Gibson & Bolland, South John st, Lpool. Beasley & Oppenheim, St Helen's
Rosser, Thos, Ferndale, Glamorgan, Licensed Victualler. July 19 at 11, at offices of Rosser & Phillips, Canon st, Aberdare
Rowell, Joseph, Victoria chambers, Victoria st, Westminster, Wire Fence Contractor. Aug 7 at 3, at the Inns of Court Hotel, Holborn. Bishop, New inn
Sabine, Ebenezer, High st, Homerton, Clerk. Aug 3 at 3, at offices of Pittman, Guildhall chambers, Basinghall st
Scalfe, John, Barton, York, Grocer. July 29 at 11, at offices of Steavenson, Chancery lane, Darlington
Sedgwick, Wm Longstaff, Sunderland, Durham, Engine Fitter. Aug 1 at 12, at offices of Steel, Lambton st, Sunderland
Serff, Christopher, Harwood ter, King's rd, Fulham, Baker. July 27 at 3, at offices of Marshall, Lincoln's inn fields
Sheen, Thos, Howard's bldgs, Central st, St Luke's, Ironfounder. July 26 at 12, at offices of Howell, Cheapside
Shepherd, Alf, Dresden, Stafford, Merchant. Aug 4 at 3, at the Copeland Arms Hotel, Stoke-upon-Trent. Welch, Longton
Slater, Jas, South Normanton, Derby, Grocer. Aug 3 at 3, at the George Hotel, Alfreton. Briggs, Derby
Smellie, Wm, Camborne, Cornwall, Mercer. July 29 at 2, at offices of Daniell, Commercial sq, Camborne. Trevena, Truro
Stevans, Saml, Reading, Berks, Upholsterer. Aug 3 at 11, at office of Beale, London st, Reading
Sutton, John, Hoxton st, Chemist. July 24, at offices of Dobson, Chancery chambers, Quality ct, Chancery lane
Tibbiels, Richd, Brabourne, Kent, Miller. Aug 1 at 1, at the Royal Oak Hotel, Ashford. Minter, Folkestone
Tucker, John, jun, North Petherton, Somerset, Baker. July 28 at 12, at offices of Reed & Cook, King's sq, Bridgwater
Turner, Geo, Birm, Potato Dealer. Aug 5 at 10, at office of Cheston, Moor st, Birm
Welch, Edwd John Cowling, Melina pl, Grove End rd, St John's Wood, Engineer. July 31 at 12, at offices of Sydney & Co, Basinghall st
Wells, Isaac, Aston, Warwick, Baker. July 29 at 11, at offices of Lowe, Temple st, Birm
Whittaker, Job, Lyncombe, Somerset, Dealer. July 31 at 12, at office of Webb, Fountain bldgs, Bath
Whyatt, John, Manch, Wholesale Hosier. Aug 1 at 2, at offices of Diggles, Cooper st, Manch
Williams, Walt, Neath, Glamorgan, Draper. Aug 1 at 12, at 8 York st, Manch. Morgan, Neath
Woodward, Geo, Clay Cross, Derby, Miner. July 31 at 3, at offices of Gee, High st, Chesterfield
Young, John, Leeds, Tailor. Aug 2 at 11, at offices of Pullan, Bank chambers, Park row, Leeds

Aldershot Lodge.—An excellent Residential Estate near to the Old Church at Aldershot, in the County of Hants, about half a mile from the Railway Station and near to the Camp.

MR. JOHN LEES has been favoured with instructions to submit to PUBLIC COMPETITION, at the MART, Tokenhouse-yard, London, on WEDNESDAY, the 9th AUGUST, at ONE for TWO punctually, in Three Lots, unless an acceptable offer be previously made by private contract, a most desirable RESIDENTIAL PROPERTY, known as Aldershot Lodge, comprising a commodious Family Residence, standing in park-like grounds studded with fine old timber and occupying an elevated position in this salubrious and desirable locality. It is about half a mile from Aldershot Railway Station and the Permanent Camp, one mile from Tongham Railway Station, two miles from Ash Station on the South Eastern Railway, and three from Farnham. The House is conveniently planned and fitted for the requirements of a gentleman's family, it has capital stabling for seven horses, double coach house and groom's rooms, convenient farm buildings, gardener's cottage, well stocked and productive kitchen garden with thriving fruit trees. The pleasure grounds are tastefully arranged and the whole comprises an area of about 25 acres lying within a ring fence and possessing considerable frontages to public roads, which, if desired, may be utilised for building purposes without detracting from the comfort of the residence. Contiguous are two fields, containing about 18 acres of very productive land at present under garden cultivation, but adapted for building purposes, also a cottage in Church lane, with four acres of garden ground, commanding an extensive view, and admirably adapted for the site for a villa. The property includes a total area of about 48 acres and is well supplied with water. It is partly in hand and partly let, but early possession may be had of the whole. The value of the property will be very greatly increased if the frontage be let for building.

The residence may be viewed by permission of the tenant by cards only, and particulars obtained of

G. C. MORRISON, Esq., solicitor, Reigate;
Messrs. MORRISON & HEAD, solicitors, 28, Poultry, London, E.C.;
Messrs. HARRISON'S, solicitors, Walbrook, London, E.C.;

at the Inns in the neighbourhood; and of Mr. JOHN LEES, auctioneer and estate agent, Reigate, Surrey.

North Devon, three miles from South Molton, 16 miles from Tiverton, 15 miles from Barnstaple, and close by the North Devon and Somerset Railway, now in progress.—The very valuable Manor of Bishop's Nympton, otherwise Nymet Bishop, situate in the parish of Bishop's Nympton, freehold and land tax redeemed; comprising 3,314 acres of arable, pasture, meadow, and wood land, with numerous farmhouses and homesteads, two water corn-mills, two public-houses, and a number of dwelling-houses and cottages in the village of Bishop's Nympton, together with the chief rents and manorial rights and privileges thereto belonging, the whole being of the annual value of about £4,000. The estate is bounded by good salmon and trout streams, and is noted for its excellent partridge and woodcock shooting.

MR. W. A. BOWLER has received instructions from the Trustees to SELL the above very valuable ESTATE by AUCTION; at the MART, Tokenhouse yard, London, on TUESDAY, the 25th day of JULY, 1871, at TWO o'clock precisely, in One Lot, unless previously disposed of by private contract. The Manor of Bishop's Nympton, otherwise Nymet Bishop, lies almost in a ring fence, and comprises about 3,314 acres of arable, pasture, meadow, and wood land, with farmhouses and homesteads, mills, public-houses, numerous dwelling-houses, and the principal portion of the village of Bishop's Nympton, and (with the exception of about 500 acres, which are copyholds held on lives) is let at rack rents to a respectable tenantry, the sporting and fishing being reserved. It is about three miles from the capital market town of South Molton, about 13 miles from the South Molton-road Station on the North Devon Line of Railway, and 16 miles from the Tiverton Station on the Bristol and Exeter Railway, thus rendering it easily accessible from London or the North of England. The North Devon and Somerset Railway is now in course of construction through the parish, and will have a station at South Molton, which will materially enhance the value of the manor. The copyholds, which are still out, are mostly held on aged lives, and may be expected shortly to fall in hand. The rental value of these copyholds is about £870 per annum. The annual value of the whole estate, including the copyholds and the shooting and fishing, which are unexceptionably good, is about £4,000 per annum. The attention of gentlemen desiring an improvable landed investment is especially directed to this property, which, by a judicious expenditure of capital, is capable of considerable improvement. The title being derived from the Ecclesiastical Commissioners will render the expenses of the conveyance very trifling.

Particulars and conditions of sale, with plans, are in course of preparation, and may be had in due time of

Messrs. SANDERS, BIRCH, & BARNES, solicitors, Exeter;

at the Auction Mart, London; at the office of the Midland Counties Herald, Birmingham; at the Queen's Hotel, Manchester; the Adelphi Hotel, Liverpool; the White Lion Hotel, Bristol; the Red Lion, Bishop's Nympton; the George Hotel, South Molton; of Messrs. J. & H. DREW, land agents, Queen street, Exeter; of GEORGE ARNOLD, Esq., land agent, Dolton, North Devon; and of Mr. W. A. BOWLER, land and timber surveyor and valuer, estate agent, and auctioneer, 7, Whitehall place, Westminster.

MESSRS. CADLE & BUBB'S LAND and ESTATE REGISTER of town and country residences, shooting and fishing quarters, can be obtained on the 1st of each month on application at the West Midland and South Wales Land Improvement and Agency Offices, 52, Chancery-lane, London, E.C., and Clarence-street, Gloucester.

TO SOLICITORS and OTHERS.—An established City firm of Law Stationers, Lithographers, &c., would be happy to treat literally for the introduction of business.—Address, LEX & Co., Messrs. Tucker & Seacombe, 77, Cannon-street, E.C.

MESSRS. DEBENHAM, TEWSON & FARMER'S LIST of ESTATES and HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Cheapside, E.C., or will be sent by post in return for two stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.

Newgate-street, City, close to Cheapside and the General Post-office.—Safe Investment in an important commercial Property let on lease to a first-class firm of warehousemen at £900 per annum.

MESSRS. DEBENHAM, TEWSON & FARMER will SELL, at the MART, on TUESDAY, AUGUST 8, at TWO, the COMMANDING PREMISES, No. 15, King Edward street, occupying a good position at the corner of Bull and Mouth street, and covering a superficial area of about 2,600 feet. They comprise a substantially constructed modern warehouse of six lofty and well lighted floors, with conveniences for loading and unloading goods. Let on lease to Messrs. Harrison & Smith at £900 per annum. The property is held direct from the Governors of Christ's Hospital for the residue of a term having 57 years unexpired at Lady-day last, at a ground rent of £326 per annum, and will be sold subject to a mortgage of £6,000.

Particulars and conditions of sale may be had of
T. G. BULLEN, Esq., solicitor, 7 and 8, Barge yard chambers, Bucklersbury;
and of the Auctioneers, 80, Cheapside, E.C.

TUESDAY next, JULY 25, 1871.

MESSRS. JONES & RAGGETT will offer to AUCTION, at GARRAWAY'S, Change-alley, Cornhill, at ONE o'clock precisely, in Lots:—

BAYSWATER-HILL.—Four Cottages and stabling, Nos. 1, 2, 9a, and 10, Victoria-grove-mews.

AN IMPROVED RENTAL of £20 per annum, secured on Nos 2 and 3, Little Charles-street, and 1, York-passage, Mary-street, Hampstead-road.

26, MORNINGTON-CRESCENT, HAMPSTEAD-ROAD.—This commodious Family Residence for investment or occupation, of the annual value of £80.

CAMDEN-TOWN.—A desirable House, with a piece of Ground adapted for the erection of Business premises, No. 1, Marquis-terrace, Camden-square.

Auction, Survey, and Valuation Offices, 4, Adelaide-place, London Bridge.

GLASGOW and the HIGHLANDS.—Royal route, via Crinan and Caledonian Canals, by Royal Mail Steamer "Iona," from Glasgow Bridge Wharf, conveying Passengers for Oban, Fort William, and Inverness daily (Sunday excepted) at 7 A.M. (Trains to Greenock at 8 and 8.5 A.M.). For Sailings to Staffa, Iona, Glencoe, Gairloch, Ross-shire, Mull, Skye, Lewis, and West Highlands, see Time Bills, with Maps and Tourist Fares, free of J. CAMDEN HOTTEN, Bookseller, 74 and 75, Piccadilly, London; or by post on application to DAVID HUTCHESON & Co., 119, Hope-street, Glasgow.

LONDON GAZETTE (published by authority) and LONDON and COUNTRY ADVERTISEMENT OFFICE.

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HENRY GREEN (many years with the late George Reynell), Advertisement Agent, begs to direct the attention of the Legal Profession to the advantages of his long experience of upwards of twenty-five years, in the special insertion of all pro forma notices, &c., and hereby solicits their continued support.—N.B. One copy of advertisement only required, and the strictest care and promptitude assured. Officially stamped forms for advertisements and file of "London Gazette," kept.

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DEANE'S—Dish Covers and Hot Water Dishes, Covers in Sets, from 18s.
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DEANE'S—Bronzed Tea and Coffee Urns, with Patent Improvements.
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DEANE'S—Tin and Japan Goods, Iron Ware, and Culinary Utensils.
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